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ABSTRACT

The collective bargaining agreement between the Board of Trustees of Community College District VIII and the Bellevue Community College Association of Higher Education is presented. This contract, covering the period from September 1, 1989 to August 31, 1991, deals with the following topics: definitions; board recognition of the Association; bargaining procedures; status of the agreement; rights of management; faculty participation in college governance; Association rights; faculty rights with respect to working environment, legal protection, due process, nondiscrimination, safety, personnel files, materials ownership, academic freedom, professional development, tuition fee waivers, grievance procedures, retirement, and other provisions; absence and leave provisions; personnel policies related to employment and selection processes, initial salary placement, promotion, tenure, evaluation of probationary and tenured faculty, dismissal, and reduction in force; workload and faculty responsibilities; salaries and benefits; no strike/no lockout; and the duration of the agreement. Appendixes provide criteria used for faculty evaluation; the tenure review process; a 1989-90 calendar; memoranda of understanding regarding class size and professional development; forms for faculty self-evaluation, peer evaluation, and administrator evaluation; forms for student evaluation of lecture/discussion, lab/clinical, counselors, and librarians; and a summary evaluation form. (JMC)

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Agreement Between
The Board of Trustees
of Community College District VIII
and
The Bellevue Community College
Association of Higher Education

September 1, 1989 - August 31, 1991

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Bellevue, Washington

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PREAMBLE

This agreement is entered into this 1st day of September, 1989, by and between the Board of Trustees of Community College District VIII, hereinafter called the "Board" and the Bellevue Community College Association of Higher Education, hereinafter called the "Association." Whereas, the Board and the Association have reached agreements which are confirmed in this common pact; therefore, let it be agreed as follows:

The Board and the Association recognize and agree that providing quality education and maintaining high standards of academic excellence for the students and in all facets of the Bellevue Community College Program are mutual goals dependent primarily upon the quality and morale of the professional staff. The members of the faculty are particularly qualified to assist in formulating policies and to determine educational programs; the Board has the obligation pursuant to RCW 28B.52 to bargain with the Association as the duly recognized representative of all academic employees at Bellevue Community College.

ARTICLE I - DEFINITIONS

A. ACADEMIC YEAR
The Fall, Winter, and Spring quarters plus non-instructional contracted days as defined herein.

B. ADMINISTRATOR
Any person employed either full or part time by the Community College District and who performs administrative functions for at least fifty percent or more of her/his assignments, and has responsibilities to hire, dismiss, or discipline other employees.

C. APPOINTING AUTHORITY
The Board of Trustees of Bellevue Community College or its lawfully delegated designee(s).

D. ASSOCIATION
The Bellevue Community College Association of Higher Education.

E. BARGAINING
The performance of the mutual obligation of the representatives of the Board and the Association to meet at reasonable times to bargain in good faith with respect to wages, hours and other terms and conditions of employment and to execute a written agreement incorporating agreements reached if requested by either party.

F. BARGAINING UNIT
Full-time and part-time faculty members. Administrators and all other employees of the District are excluded.

G. BOARD
The Board of Trustees of Community College District VIII or its lawfully delegated representatives. Such definition shall also apply to the terms EMPLOYER and DISTRICT.

H. COLLEGE
Bellevue Community College.

I. COLLEGE PRESIDENT
The President of Bellevue Community College.

J. DAY
Unless otherwise specified, "Days," as used in the Agreement shall mean contractual days (normally Monday through Friday).

K. DISTRICT
Community College District VIII.

L. EFFECTIVE DATE OF RETIREMENT
First (1st) day of the month following a faculty member's last contracted day of work as a tenured faculty member.

M. FACULTY
Any person employed by the District as an instructor, counselor, librarian, program or department chairperson or in any other position for which the training, experience or responsibilities are comparable as determined by the appointing authority.

N. FACULTY CATEGORIES

1. FULL-TIME FACULTY
A faculty member who performs a full load as defined herein for an academic year and is contracted on an annual basis in one of the following categories:

a. TENURED
Full-time annually contracted faculty who are appointed for an indefinite period of time and whose appointment may be revoked only for sufficient cause and by due process as defined by the laws of the State of Washington and this Agreement.

b. PROBATIONARY
Full-time annually contracted faculty who are appointed for a designated period of time and whose appointment may be terminated without cause upon expiration of the probationer's term of employment, but may not be terminated without cause prior to the expiration of the terms of employment as defined by the laws of the state of Washington and this Agreement.

c. TEMPORARY
Full-time faculty members whose appointment is funded by special purpose monies and who are not eligible for tenure under the laws of the state of Washington. Such temporary appointments may be made only in cases of sabbatical leave, leave of absence, or emergency and/or unscheduled vacating of a faculty position for such reasons as resignation, retirement, disability or death where the normal and usual hiring process (Article X, Sections I and II) is not feasible. In all such cases, the Board or its designees shall consult with the Association concerning the appropriateness and emergency nature of each appointment prior to any hiring decision. A copy of any contracts issued following such consultation shall be forwarded to the Association.

2. PART-TIME FACULTY

a. PART-TIME
A faculty member whose appointment is for a specified period of time and does not meet the full load requirements for an academic year as defined herein. Returning part-time faculty members who are fractionally annually contracted shall suffer no loss in pay, benefits, or other conditions of employment from what previously existed.

b. AFFILIATED FACULTY - ELIGIBILITY
Part-time faculty members and former tenured faulty members shall be eligible to become Affiliated faculty upon:

1. Completion of fifteen (15) or more credits/year for five (5) consecutive years or equivalent for non-teaching faculty. Equivalency shall be understood to be 162 annual contract hours (e.g., counseling, library, program coordination).
2. And, recommendation of the faculty member's program chair and approval of the OUA.

Affiliated faculty will be given first priority to teach those courses in the program in which affiliated status was granted, which they are qualified to teach and for which full-time faculty are not available or qualified to teach. It shall be the responsibility of the OUAs to annually identify in writing to the Dean of Instruction those part-time faculty who qualify for preferential employment and to then make the selection of part-time faculty in accordance with 2.b above. In determining eligibility for affiliated status, presently employed part-time faculty will be given credit for courses taught at Bellevue Community College prior to the effective date of this Agreement. An affiliated faculty member shall lose affiliated status if he/she fails to maintain a minimum of fifteen (15) credits in any given year. All classes initially assigned will count toward the fifteen (15) credit minimum regardless of whether or not a class is subsequently cancelled. An OUA approved leave of absence shall not negate affiliated status.

3. Beginning Fall Quarter 1989 the College and the Association shall appoint a committee to study and make recommendations concerning all aspects of Affiliated Status including, but not limited to, the following:
   a. Qualitative and quantitative standards
   b. Affiliation in more than one program
   c. Method of assignment of classes
   d. Eligibility of continuing education faculty
   e. Loss of affiliated status
   f. Effect of leaves on status
   g. Status of retired faculty
   h. Percentage of affiliated faculty per program.

The committee shall consist of ten (10) members, up to five of whom are administrators appointed by the President of the College and five of whom are appointed by the President of the Association.

The full committee shall include, but not be limited to the following:

a. One (1) Affiliated part-time faculty member
b. One (1) Non-affiliated part-time faculty member
c. One (1) Continuing education part-time faculty member
d. One (1) Retired full-time faculty member
e. One (1) Full-time faculty member

The final report of the committee, including recommendations, shall be submitted to the College President and the Association President by March 30, 1990.

c. COMMUNITY SERVICE
Faculty members who instruct courses delineated as Community Services as approved by the State Board for Community College Education and whose compensation is governed by WAC 131-28-025 (3).

O. INDIVIDUAL CONTRACT
The signed Contract between Community College District VIII and a faculty member which states salary or wages, dates of employment, and conditions of employment, all of which shall be consistent with this Agreement.

P. ORGANIZATIONAL UNIT
Instructional Divisions, Human Development Center, and Library Media.

Q. OUA - ORGANIZATIONAL UNIT ADMINISTRATOR

R. RETIREMENT SYSTEM
The retirement system in which a faculty member participates includes:

1. "WSTRS I AND II," the Washington State Teachers' Retirement System established by RCW 41.32 and as amended.
2. "TIAA-CREF," the Teachers' Insurance Annuity Association and the College Retirement Equity Fund established by RCW 28B.10.400 and WAC 131-16.
3. PERS, Public Employees Retirement System I or II established by RCW 41.40 as amended.

ARTICLE II - BOARD RECOGNITION

SECTION I - EXCLUSIVE RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining agent for all faculty members included in the Bargaining Unit.

SECTION II - ADMINISTRATIVE DUTIES

No administrative duties shall be added to any position within the Bargaining Unit which has the effect of removing such position from the Bargaining Unit without mutual agreement with the Association.

ARTICLE III - BARGAINING PROCEDURES

SECTION I - BARGAINING

The parties agree to enter into bargaining in accordance with RCW 28B.52 consistent with the terms of this Agreement. Any agreement so bargained shall be reduced to writing and shall be presented to the Board and the Bargaining Unit for their ratification. No such agreement shall be bargained with any employee organization other than the recognized Bargaining Unit for the duration of this Agreement.

A. EXCHANGE OF INFORMATION

The Board agrees to furnish the Association reasonable information needed for developing intelligent, feasible, and constructive proposals on behalf of the faculty.

B. BARGAINING TEAMS

A chief negotiator shall be appointed by each party and she/he shall be the principal spokesperson of her/his constituents in formal bargaining sessions.

C. MEETINGS

1. SCHEDULING

The Chief Negotiator of either party may request a meeting of the two teams at any time subject to the mutual convenience of a majority of members of both sides.

2. LOCATION

Meetings will be held at a location which is mutually satisfactory.

3. CAUCUSES

The Chief Negotiator of either party may declare a caucus at any time to all her/his team to discuss matters related to the meeting. Both sides are encouraged to keep caucuses brief.

4. TERMINATION OF MEETINGS

Either Chief Negotiator may terminate any meeting at any time.

5. CANCELLATION OF MEETINGS

Under unusual circumstances, it may be necessary to cancel scheduled meetings. In such cases the Chief Negotiators shall be responsible for notifying their respective teams. Cancellation of meetings should be kept to a minimum.

SECTION II - COMMUNICATIONS

A. MASTER FILE

The President's Office shall be responsible for maintaining a master file of all communications relevant to bargaining. It shall also include notations of definitions, points of clarification, and understandings reached.

B. TRANSMITTAL OF DOCUMENTS

Only the Chief Negotiators shall transmit inter-team documents and this shall be done either in a formal meeting or per mutual agreement. Members of both teams will receive a copy of all documents.

C. PUBLIC ANNOUNCEMENTS

Neither party shall be restricted in any way regarding public announcements. Each party will use prudent judgment regarding such communications so that progress of the bargaining is not jeopardized.

D. PROPOSALS/COUNTERPROPOSALS

Every proposal advanced by one party shall be done via its Chief Negotiator and must be responded to, either with an acceptance or a request to study the materials, or with a counterproposal, or a rejection by the other Chief Negotiator. Reasonable reading time and study time shall be allowed for team members between submission of proposals and their discussion.

E. ACCEPTANCE OF ITEMS

Any item upon which there is a tentative agreement in bargaining shall be attached to the minutes, initialed by the two Chief Negotiators and shall become part of the master file. Such agreements shall normally become parts of the final Agreement when the Agreement is prepared for ratification. In case editorial/grammatical changes are directed by the teams, the revised copies of the items shall be presented prior to a final draft and shall be initialed by the two Chief Negotiators. Items shall be tentatively agreed upon during bargaining subject to agreement upon the the total Agreement.

SECTION III - RATIFICATION PROCEDURE

A. TENTATIVE AGREEMENT

When an agreement has been developed through bargaining, the Chief Negotiator of each party shall indicate her/his tentative acceptance to her/his constituency. When tentative agreement is signed by the Chief Negotiator, she/he is bound to recommend ratification.

B. BOARD RATIFICATION

The bargaining team representing the Board of Trustees shall present the document to the Board for ratification.

C. ASSOCIATION RATIFICATION

The bargaining team representing the Association shall present the document to the Association for ratification.

SECTION IV - MEDIATION

In the event that an agreement cannot be reached, either party may ask for mediation and/or fact finding as provided by RCW 28B.52.060.

ARTICLE IV - STATUS OF THE AGREEMENT

SECTION I - STATUS OF THE AGREEMENT

A. SUPERSEDING

This Agreement constitutes the bargained agreements between the Employer and the Association and supersedes any previous agreements or understandings, whether oral or written, between the parties. In addition, this Agreement supersedes any rules, regulations, policies, resolutions or practices of the Employer which shall be contrary to or inconsistent with its terms.

B. ENTIRE AGREEMENT

The Agreements expressed herein in writing constitute the entire Agreement between the parties.

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as specifically stated herein, the Employer and the Association for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

C. FEDERAL AND STATE LAWS

Nothing contained herein shall be construed to deny or restrict to any faculty member rights and responsibilities she/he may have under the laws of the state of Washington and of the United States or other applicable regulations.

D. AGREEMENT EFFECTIVE
This Agreement shall become effective as executed by authorized representatives of the Board and the Association.

E. AMENDMENT OF AGREEMENT
This agreement shall only be amended by mutual consent of both parties. Such amendments shall be reduced to writing and ratified by the Board and the Association.

F. SAVINGS CLAUSE
If any provision of this Agreement or any application of the Agreement to any faculty member, or group of faculty, shall be found contrary to any existing or future law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by such law, but all other provisions of this Agreement shall continue in full force and effect.

G. CHANGES IN CURRENT POLICY
The Board agrees to effect any changes in current policies, rules, or regulations which are in conflict with this Agreement.

SECTION II - CONTRACT COMPLIANCE AND DISTRIBUTION

A. COMPLIANCE OF INDIVIDUAL CONTRACTS
Individual Contracts - All Individual Contracts offered to faculty members by the Board shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

B. DISTRIBUTION OF THE AGREEMENT - (TIME, FORMAT AND AVAILABILITY)
Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after this Agreement is signed. Copies of the Agreement will be presented to all full-time members of the Bargaining Unit. Part-time faculty will be informed that they may obtain a copy from the Personnel Office upon request. Thirty additional copies shall be provided to the Association. All newly-hired full-time faculty members shall be provided a copy of the Agreement by the Personnel Office upon issuance of their individual contract. A copy of the Agreement shall be available to all applicants for faculty positions for review.

ARTICLE V - RIGHTS OF MANAGEMENT

The Employer has the responsibility and authority to manage and direct on behalf of and is held accountable to the public for all operations and activities of Community College District VIII to the full extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the Employer and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement.

ARTICLE VI - FACULTY PARTICIPATION IN COLLEGE GOVERNANCE

PREAMBLE

It is recognized by the parties that a governance system which provides for the exercise of the professional judgment and expertise of the faculty is desirable for the successful operation of the College. The Association recognizes the right of the Board to establish or modify the policies, procedures, and organizational structures of the College so long as such establishment or modification does not alter or change the terms and conditions of employment as set forth in this Agreement. It is also recognized that faculty shall have opportunity to participate in the development, and maintenance of the College as an effective organization. Existing policies adopted by the Board related to Instructional, Student Services, and Library Media matters which impact faculty working conditions and which are not covered by this Agreement shall not be terminated or modified without prior consultation with the Association.

SECTION I - MAINTENANCE OF THE GOVERNANCE SYSTEM

A. GOVERNANCE
A governance system which allows effective and orderly utilization of faculty professional judgment and expertise shall be maintained at all times during the life of this Agreement. Accordingly, the All-College Council as presently constituted shall be continued during the life of this Agreement unless otherwise agreed by the parties.

B. TRANSFERRAL OF PROGRAMS BETWEEN AND WITHIN ORGANIZATIONAL UNITS
A program may be moved from an organizational unit to another organizational unit and within organizational units provided that prior consultation with the Program Chairperson (or in the case of non-instructional areas, all faculty impacted) has been accomplished. Announcements of the proposal shall be distributed to each Organizational Unit in a timely manner to allow potentially impacted faculty to consult.

SECTION II - ENABLING ELEMENTS

It is agreed that administrative structures shall provide for faculty involvement and participation in institutional affairs. Such structures include, but are not limited to, the following:

A. COMMITTEES AND TASK FORCES
Faculty membership on standing committees as existing in accordance with the latest revised FACT Book shall be continued. Additional ad hoc committees or new standing committees or task forces providing faculty participation to accomplish institutional objectives will be established as appropriate. It is further agreed that every effort shall be made to have equitable distribution of committee and task force appointments among faculty.

B. INSTRUCTIONAL PROGRAM CHAIRPERSONS

1. PROGRAM MANAGEMENT FUNDING AND STIPENDS/ RELEASE TIME

a. ORGANIZATIONAL UNITS FUND ALLOCATION FACTORS. Program management funds shall be allocated to organizational units on the basis of program units as determined by the following factors (using previous years data): Program management

funds expended annually shall not be less than those expended in the 1985-86 academic year.

Factor	Program Unit Value
1. Number of programs located within the organizational unit	1
2. Number of programs that combine two or more disciplines	1
3. Each fifty (50) annualized FTE's or portion thereof enrolled in all programs	1
4. Each full-time faculty or portion thereof	.075
5. Each occupational program	.5
6. Programs with off campus clinical locations	.5
7. Each FTE part-time faculty or portion thereof	1.36
8. Each FTE part-time faculty or portion thereof teaching contract classes	1.36

b. PROGRAM UNITS. Each program unit shall have the following values:
   1. $148.00 for Organizational Units where 50% or more of the programs are academic.
   2. $202.00 for Organizational Units where 50% or more of the programs are vocational.

c. DECISION PROCESS. Each Organizational Unit shall develop a consensual process for review of the following:
   1. NUMBER OF PROGRAMS. Discipline integrity shall be maintained. Programs may be combined into management units with appropriate rationale.
   2. STIPEND/RELEASE TIME ALLOCATIONS shall be based upon the differing responsibilities of program chairpersons including but not limited to, the following factors:
      a. Number of full and part-time faculty
      b. Requirements of faculty (e.g. vocational certification, number of preparations, number of advisees, training in first aid and safety, articulation requirements with four-year institutions, program review, etc.)
      c. Advisory committee involvement.
      d. Number of students.
      e. Number of sections.
      f. Equipment requirements.
      g. Number and location of facilities.

d. RECOMMENDATION
   1. Each Organizational Unit shall present to the Dean of Instruction its recommendations concerning number of program stipends, amount of stipend/release time and the process utilized in generating the recommendation no later than November 1, annually.
   2. The Dean of Instruction shall notify each Organizational Unit and the Association of her/his approval/disapproval of the recommendation no later than November 15, annually.

e. IMPLEMENTATION.
   Approved Organizational Unit recommendations shall be effective September 1, annually.

2. ELECTION AND APPOINTMENT
   Program Chairpersons are faculty representatives who shall be elected by the full-time faculty from the full-time faculty within a given instructional program. They shall be subsequently appointed to their position by the Organizational Unit Administrator.

3. TERM OF OFFICE
   The term of office shall be for three (3) years and the Program Chairperson may be reelected and reappointed.

4. GENERAL RESPONSIBILITY
   Program Chairpersons are faculty members who represent their peers in matters pertaining to the welfare and progress of their programs. It shall be the responsibility of the Program Chairperson to provide a primary interface between faculty and the Organizational Unit Administrator. Such interface shall include advising and submitting recommendations to the administration regarding any program-related matters deemed appropriate by members of the program. They shall seek the aid and counsel of the faculty members they represent in matters pertaining to the program or organizational unit within which the program operates.

C. FACULTY PARTICIPATION IN THE DEVELOPMENT AND REVIEW OF PROGRAMS
   Appropriate faculty shall be invited to participate in the design, development, implementation, evaluation and review of programs. The Association shall be consulted in a timely manner regarding all such activities.

ARTICLE VII - ASSOCIATION RIGHTS

SECTION I - CONTRACT ADMINISTRATION AND PRESIDENTIAL CONSULTATION

A. CONTRACT ADMINISTRATION
   The College President or her/his designee shall meet with official representatives of the Association for the purpose of interpretation of the language and intent of this Agreement at least monthly or as reasonably necessary as mutually determined. A log of initialed minutes shall be kept by the President's Office and shall include subjects discussed, communications exchanged and disposition of subjects discussed.

B. PRESIDENTIAL CONSULTATION
   The College President or her/his designee shall meet with the President of the Association or her/his designee at the request of either party to discuss issues of concern.

SECTION II - RIGHT TO INFORMATION

A. MINUTES, AGENDA AND RELATED STUDY MATERIALS
   The Association shall be furnished seven (7) copies of minutes, agenda and related study materials at the same time and in the same form as those furnished the public and the Board.

B. ACCESS TO BOARD MEETINGS
   An officially designated Association representative or agent shall have the right to appear at Board of Trustees open meetings and may request to place matters on the agendum in accordance with Board Bylaws.

C. RIGHT TO BOARD POLICIES AND PROCEDURES MANUAL
The Association shall be provided a current copy of the Board of Trustees Policies and Procedures Manual and three (3) copies of the FACT Book and any amendments made thereto.

SECTION III - RIGHT TO FACILITIES

A. MEETING ROOMS
The Association and its duly authorized representatives shall have the right to the reasonable use of the college's facilities for Association business meetings. No charge shall be made for the Association's use of such facilities, provided no special arrangements or services are required to accommodate the Association's requirements.

B. ASSOCIATION BUSINESS
Duly authorized representatives of the Association shall be permitted to transact official Association business on college property at all reasonable times, without interrupting previously scheduled activities.

C. USE OF FACILITIES
The Association shall have the right to the reasonable use of the college's facilities and equipment for Association business, including typewriters, mimeographing machines, other duplicating equipment, calculating equipment, computers, word processors and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. However, the Association will be required to reimburse the college when non-Association employees of the college such as staff personnel are utilized to operate such equipment.

D. POSTING OF ASSOCIATION NOTICES
The Association shall have the exclusive right to post notices of its activities and matters of Association concern on bulletin boards in accordance with applicable campus regulations and shall have the right to use on-campus distribution services and faculty mailboxes for communication to faculty members.

E. ASSOCIATION OFFICE
The Board agrees to provide on-campus office facilities for the Association without charge. The Association Office (C221) shall be equipped by the College.

SECTION IV - REPRESENTATION MATERIAL

The Board agrees to furnish the President of the Association all information available to it concerning the faculty staffing and financial resources of the college including but not limited to annual financial reports, registry of faculty (updated quarterly), tentative budgetary requirements and allocations, agenda and minutes of all open meetings, names and position on salary schedules of all faculty members in the Bargaining Unit and such other information as will assist the Association in bargaining and administration of the Agreement.

SECTION V - CONFERENCES AND MEETINGS AND RELEASE TIME

A. Participants in Tenure Review proceedings, official Association conferences or meetings, and Legislative and SBCCE meetings on behalf of the Association shall suffer no loss in pay related to such participation. Whenever possible, advance notice of such meetings shall be provided to the appropriate administrator and every effort shall be made to not disrupt professional work schedules. The total number of aggregate days utilized for such purposes shall not exceed ten (10) in any one year.

B. The President of the College shall make available one-third (1/3) release time for the President of the Association.

SECTION VI - PAYROLL DEDUCTIONS

The Association shall have the right to exclusive payroll deduction of membership dues for faculty, and the Employer shall deduct such dues for each member who authorizes such deduction in writing and shall remit such dues to the authorized Association representative.

ARTICLE VIII - FACULTY RIGHTS

SECTION I - WORKING ENVIRONMENT

Contingent upon budget and fiscal limitations as determined by the Board of Trustees, facilities and equipment currently made available to faculty members in order that the person's teaching, counseling, coaching, librarian or media specialist function may be best carried out, shall be continued.

SECTION II - FACULTY PROTECTION

A. LEGAL PROTECTION

1. As provided for in RCW 28B.10.842 whenever any action, claim, demand, suit, criminal proceeding, judgment or proceeding is instituted against a faculty member arising out of the performance or failure of performance of duties for the College, within or without the Bellevue Community College facilities, the Board of Trustees may grant a request by a faculty member that the Attorney General be authorized to defend said action, claim, demand, su criminal proceeding, and the cost of defense of said actio shall be paid from the appropriation made for the support of the College.

2. If the Board is unable to reach any decision on the matter, the Attorney General is authorized to grant a request.

3. When a request for defense has been authorized, then any obligation for payment arising from such an action, claim or proceeding shall be paid from the state's Tort Claims Revolving Fund pursuant to the provisions of RCW 4.92.130 through 4.92.170 as now or hereafter amended.

4. The provisions of this section shall not apply unless the Board has made a finding and determination by resolution that the faculty member was acting in good faith.

B. RIGHT TO DUE PROCESS
No faculty member shall be reprimanded, disciplined, or reduced in compensation without just cause. In any event, any charges which are made shall be reduced to writing and made available to the faculty member prior to any meeting. A faculty member shall have the right to have one individual of her/his choice present at any meeting wherein the faculty member believes s/he may be reprimanded, disciplined, or denied rights available under this Agreement. If the faculty member desires to have a witness or counsel present, the interview shall be delayed until said witness is present; but the interview may be rescheduled for a time within five (5) days by the Dean or OUA and it shall be the responsibilit of the faculty member to have his/her witness present as lon as the interview is rescheduled for a reasonable time and held within five (5) days.

C. NONDISCRIMINATION AND PERSONAL LIFE

There shall be no disciplinary measures taken nor discrimination with respect to the employment of any person because of such person's age, sex, marital status, race, color, creed, national origin, domicile, sexual preference, political activity or lack thereof, or the presence of any sensory, mental or physical handicap, unless based upon bona fide occupation qualification, provided that the prohibition against discrimination because of such handicap shall not apply if the particular disability prevents the proper performance of the particular faculty member involved. The private and personal life of any faculty member is not within the appropriate concern or attention of the Board, provided that all contractual obligations and responsibilities are fully performed.

D. SAFETY

Both parties agree that every reasonable effort shall be made to maintain safe working conditions. All faculty shall follow safety rules and procedures as they shall be from time to time promulgated. Faculty shall be given immediate notice of any known or imminent danger to body or property, whether from physical or human origin.

E. RIGHTS OF FACULTY MEMBERS

The Employer shall not interfere with the legal right of faculty members to organize, join and support the Association for whatever purpose in which it may legally engage. The Employer agrees it shall not discriminate against any faculty member with regard to wages, hours and working conditions because of membership in the Association, because of participation in any lawful activity on behalf of the Association, or because of any action taken within the duly established grievance procedure.

SECTION III - INDUSTRIAL ACCIDENT INSURANCE

Faculty shall be covered under Washington State Industrial Accident Insurance in compliance with applicable laws. Any difference between such coverage and normal compensation shall be covered by accumulated sick leave on request.

SECTION IV - PERSONNEL FILES

A. It shall be the policy of Bellevue Community College that the Personnel Officer shall maintain a single personnel file for each faculty member of Bellevue Community College for the purpose of recording all documents and matters concerning the faculty member's employment and performance while in the service of Bellevue Community College District VIII.

B. A faculty member may upon written request be permitted to examine her/his file, excepting materials from other colleges and places of employment marked confidential. Only employers' and/or personal references may be considered confidential.

C. The faculty member shall have the right to answer any material filed and her/his answer shall be attached to the file copy. S/he shall also have the right to examine his/her file in the presence of the the Director of Personnel, and with the concurrence of the Director of Personnel, remove any subject materials preceding the faculty member's date of employment except as noted in Item B. above.

D. No material derogatory to a faculty member's conduct, service, character or personality shall be placed in the file without affording the faculty member an opportunity to read the material; and if s/he desires, s/he may discuss the matter with the Director of Personnel. The faculty member shall acknowledge that s/he has read such material by affixing her/his signature on the actual copy to be filed, with the understanding that such signature merely signifies that s/he has read the material to be filed and does not necessarily indicate agreement with its content.

E. The faculty member shall be permitted to reproduce any material in her/his file excepting materials from other colleges and places of employment marked confidential as noted in Item B.

F. A copy of the individual faculty member's records from the Sabbatical Leave Committee, Advancement Committee, and Tenure Review Committee shall be forwarded to the Director of Personnel for entry in the official personnel file of the faculty member.

SECTION V - MATERIALS OWNERSHIP PROVISIONS

A. MATERIALS DEVELOPED WITHOUT DISTRICT TIME OR RESOURCES

The ownership of any materials, processes or inventions developed solely by a faculty member's individual effort and expenses all vest in the faculty member and be copyrighted or patented, if at all, in her/his name.

B. MATERIALS DEVELOPED WITH DISTRICT RESOURCES

The ownership of materials, processes, or inventions produced solely for the College and at College expense shall vest in the College and be copyrighted or patented, if at all, in the College's name.

C. WRITTEN AGREEMENT

In those instances where materials, processes or inventions are produced by a faculty member with college support by way of use of significant personnel time, facilities, or other college resources, the ownership of the materials, processes or inventions shall vest in (and be copyrighted or patented by, if at all) the person designated by written agreement between the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall vest in the College.

SECTION VI - ACADEMIC FREEDOM

A. Institutions of higher education are conducted for the common good. The common good depends upon a free search for truth and its free expression. Hence, it is essential that the faculty member be free to pursue scholarly inquiry without undue restriction, and to voice and publish conclusions concerning the significance of evidence that the faculty member considers relevant. The faculty member must be free from the corrosive fear that others, inside or outside the College, because their visions may differ, may threaten that faculty member's professional career or the material benefits accruing from it. Therefore, there shall be no restraints which would impair the faculty members' ability to present in this context subject matter related to her/his discipline.

B. Particular teaching techniques, materials and the method and manner of presentation shall be protected and not subject to prior constraints as long as approved workload and instructional mode categories are met.

C. Each faculty member is free to present her/his ideas in the learning situation where s/he has professional competence and responsibility. Each faculty member shall be free from instructional censorship or discipline, when that member speaks, writes or acts, as long as s/he exercises academic

responsibility. For example, all sides of controversial issues should be exposed, and students should be permitted to present freely their own views even though these views may clearly differ from those held by the faculty member.

SECTION VII - PARKING

The employer shall provide parking facilities for the faculty without charge.

SECTION VIII - FACULTY FACILITIES

A. FACULTY/STAFF CONFERENCE ROOM AND LOUNGE
The employer agrees to provide a conference room and lounge which shall be reserved exclusively for use by faculty, staff and their guests.

B. FACULTY/STAFF DINING FACILITIES
The employer agrees to provide a faculty/staff dining area in the cafeteria building. Such area shall be for the exclusive use of faculty and staff between 11:30 a.m. and 1:30 p.m. daily with the exception of regularly scheduled Board meeting days.

SECTION IX - PROFESSIONAL DEVELOPMENT

A. AFFIRMATION
The Board affirms that continued personal growth of individual faculty and staff members and professional and program development are important means of improving the total effectiveness of the College. The college environment should encourage individual responsibility in the pursuit of these objectives. Where possible, activities to facilitate faculty development should include: (1) inservice training; (2) faculty retraining opportunities; (3) attendance at workshops, conferences, retreats, seminars; (4) ethnic awareness related activities; (5) internship and apprenticeship experiences; (6) visitation and/or faculty exchanges; (7) release time and leaves; (8) institutional research projects; (9) curriculum development projects; (10) interpersonal relationship experiences and (11) special-needs students training.

B. FACULTY INSERVICE TRAINING PROVISIONS
Inasmuch as both the Association and the Board support the concept of faculty development, retraining, and inservice training, the Board agrees to continue existing levels of support contingent upon budgetary and fiscal limitations.

C. PROFESSIONAL DEVELOPMENT COMMITTEE

1. MEMBERSHIP
It is agreed that the Professional Development Committee shall include one faculty member from each Organizational Unit.

2. FUNCTIONS
It shall be the function of the committee to plan for each year developmental activities, workshops, lectures and seminars consistent with A. and B. above.

SECTION X - TUITION AND FEE WAIVERS

Pursuant to the Policies and Procedures Manual, Chapter Five, 5094, the Board will provide tuition and fee waivers for all annually-contracted faculty.

SECTION XI - GRIEVANCE PROCEDURE

The College and Association recognize that early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of employee grievances, or Association grievances as provided for below. In presenting a grievance, the aggrieved, her/his representatives(s) and witnesses are assured freedom from restraint, interference, coercion, discrimination or reprisal.

A. DEFINITIONS

1. A "GRIEVANT" shall mean a faculty member or group of faculty members or the Association.

2. A "GRIEVANCE" shall mean the alleged violation, misinterpretation or misapplication of the terms and provisions of this Agreement.

3. "DAYS" as used in this section shall mean calendar days. Failure by the grievant to comply with a time limit at any step shall constitute acceptance of the employer's last answer. If the employer fails to comply with the grievance time limit at step 1, the grievance shall be advanced automatically to Step 2. If the employer fails to comply with the grievance time limits at Step 2, the grievance shall be settled in favor of the grievant(s). Time limits may be waived or extended by written mutual agreement.

B. RIGHTS TO REPRESENTATION
Upon request of the grievant(s), an Association representative shall be present for any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented.

C. INDIVIDUAL RIGHTS
Nothing contained herein shall be construed as limiting the right of any faculty member having a grievance to have the problem adjusted without the intervention of the Association. A grievant may be represented at all stages of the grievance procedure by her/himself, or by any other individual of her his choice. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure and to be notified in writing as to the disposition of the matter.

D. PROCEDURE

1. STEP ONE
Within thirty (30) days of the knowledge of the act or condition which is the basis of the complaint, the grievant may present the grievance in writing to the appropriate Dean. The Dean shall arrange for a Step One meeting with the grievant and/or the Association, to take place within five (5) days of her/his receipt of the grievance. The appropriate Dean shall provide the grievant and the Association with a written answer to the grievance within ten (10) days of receipt of the grievance. Such answer shall include the reasons upon which the decision was based.

2. STEP TWO
If the grievant is not satisfied with the disposition of her/his grievance at Step One, the grievance may be referred to the College President or her/his designee within five (5) days. The College President or her/his designee shall arrange for a Step Two meeting with the grievant and/or the Association, to take place within ten (10) days of her/his receipt of the appeal. The grievant(s) shall have the right to include in the representation such witnesses or representatives as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting the College President or her/his designee will have ten (10) days to provide her/his written decision, together with the reasons for the decision, to the grievant and the Association.

3. STEP THREE

a. If the grievant is not satisfied with the disposition of her/his grievance at Step Two, s/he may within twenty (20) days of the Step Two answer request in writing that the Association submit her/his grievance to arbitration. The Association may, by written notice to the College President or her/his designee, within ten (10) days after receipt of the request from the aggrieved person, submit the grievance to binding arbitration.

b. Within ten (10) days after such written notice, the Association shall submit a request for a list of arbitrators from the American Arbitration Association. The parties will be bound by the voluntary rules and procedures of the American Arbitration Association.

c. The arbitrator selected will confer with the representatives of the District and the Association and hold hearings promptly and will issue her/his decision not later than thirty (30) days from the date the final statements and proof are submitted to the AAA. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted, unless both parties have requested a bench decision. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

E. JURISDICTION OF ARBITRATOR

Only grievances which involve an alleged violation by the Employer during the term of this Agreement and which are processed consistent within the time limits herein provided shall be subject to arbitration. Jurisdiction of the arbitrator is limited to:

1. Adjudication of the issues which under the express terms of this Agreement and any Submission Agreement are subject to arbitration; and

2. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or which is in conflict with the provisions of this Agreement; and

3. The rendition of a decision or award in writing which shall include a statement of the reasoning and grounds upon which such decision or award is based; and

4. The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and the matters presented in the written briefs of the parties; and

5. The rendition of a decision or award within thirty (30) calendar days of the date of presentation of written briefs to AAA by the parties unless waived by the parties.

6. The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator, provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.

7. No arbitrator shall have the authority to remand an issue back to the parties for bargaining.

F. FEES AND EXPENSES

The fees and expenses of the arbitrator shall be borne equally by the parties. The decision of the arbitrator within the time limits herein prescribed shall be final and binding upon the Employer, the Association and the faculty members affected consistent with the terms of this Agreement.

G. ADMINISTRATIVE CHANNELS

Nothing in this Article shall be construed to preclude a faculty member from expressing concerns with regard to any item not covered by this Agreement through the normal administrative channels.

H. INFORMATION

The Board and the Administration will furnish the Association appropriate information as is requested for the processing of any grievance. Should Step Three processing of any grievance require that a faculty member or Association representative be released from her/his regular assignment, s/he shall be released without loss of pay, provided appropriate class coverage is accomplished.

I. CONFIDENTIALITY AND FILES

1. All documents, communications and records dealing with the processing of any grievance shall be filed separately from the personnel file of the participants.

2. All matters pertaining to specific grievances shall be confidential information and shall not be indiscriminately divulged by participants in the grievance adjusting process.

SECTION XII - DEDUCTIONS

Upon appropriate written authorization from the faculty member and consistent with OFM/WCCC procedures, the District shall deduct from the salary of the faculty member and make appropriate remittance for those items for which the District is authorized to make deduction such as, but not limited to, Association dues, retirement plans, insurance annuities, payroll savings for bank, or credit union, savings bonds, United Way, and political action committee contributions provided that twenty-five (25) or more employees have authorized the deduction as provided by RCW 41.04.230, on the same day salary checks are issued, and additional deductions which are agreed upon by the Board and the Association.

SECTION XIII - RETIREMENT

A. Faculty shall retire at the end of the academic quarter following the attainment of age seventy (70) or on the last day of the Spring Quarter preceding their 70th birthday should it occur between the end of Spring Quarter and the beginning of Fall Quarter. Nothing in this section will preclude faculty from petitioning for an extension of the retirement age. Application for extension of retirement age shall be made to the President at least one quarter prior to the scheduled retirement. Determination shall be made by the Board and communicated to the applicant.

B. RETIREMENT PROGRAM

This retirement program is established for the express purpose of encouraging the retirement of tenured faculty members at a time earlier than the faculty member may otherwise retire where such early retirement will be of bona fide mutual benefit, economic or otherwise, to the College and the faculty member.

1. ELIGIBILITY

Tenured faculty members are eligible to apply for one of the three retirement options established by this program:

a. Faculty members who desire to apply for one of the options provided herein shall do so in writing at least ninety (90) days prior to the requested effective date of retirement. Applications shall be submitted to the Office of the President.

b. Within thirty (30) days of receipt of a faculty member's application for one of the options provided herein, the College President, or his/her designee, shall inform the faculty member as to whether the faculty member's choice of one of the options is of bona fide benefit to the College.

c. Faculty member applications for one of the options provided herein shall be reviewed on a case-by-case basis. A faculty member may apply for only one option at a time. Should an option not be approved, the faculty member may request that an alternative option be considered.

d. Where any faculty member's application is approved by the College, the agreement shall be reduced to writing. All terms shall be stated in such writing and shall be executed by the faculty member and the College President, or his/her designee.

2. RETIREMENT OPTIONS

These options are exclusive and only one option shall be granted to a faculty member. However, variations from the options described below may be agreed upon by the faculty member and the Board. The Association shall be apprised of the nature and scope of such variations prior to execution of the Agreement.

a. TENURE PURCHASE OPTION

Tenure Purchase Retirement Option provides for the purchase of valuable tenure rights of faculty members in exchange for the faculty member's separation from service at a time earlier than that required by law. Where a faculty member's application for this option is approved, he/she shall retire and waive any and all tenure rights and shall receive payment in exchange for such retirement and waiver of tenure rights. Such payment shall be paid on the effective date of the faculty member's retirement or a later day mutually agreed upon by the College and the faculty member. Such payments shall be made according to the following schedule:

Effective Date of Retirement	Total Payment	Maxi. Payment Per Year
Before 64	1½ times Annual Salary Placement (ASP)*	½ times ASP
Age 64	1 times ASP	½ times ASP
Age 65 & beyond	½ times ASP	½ times ASP

*"Annual Salary Placement" shall mean the salary placement of an faculty member during the final year of tenured employment with the College, as determined by the salary schedule applicable during such final year of tenured employment and shall be fixed regardless of subsequent changes in the salary schedule.

1) Payments may be spread over the period of years between the effective date of retirement and age 70.

2) Upon the death of the faculty member participating in this option, the faculty member's estate shall be entitled to receive death benefits based upon the same schedule as the one to have been received by the deceased participant.

3) Payment under this option shall have no effect on the calculation of retirement benefits.

b. PHASED RETIREMENT OPTION

The phased retirement option provides for part-time employment following a faculty member's retirement from his/her full-time appointment. Where a faculty member's application for this option is approved, he/she shall enter into an agreement with the College in which the faculty member makes an intentional, intelligent, and voluntary waiver of any and all tenured rights and the College agrees to employ the faculty member on a part-time basis in the future. The payment for part-time employment covered under the agreement will be pro-rata of the annual salary placement. Any part-time employment after the period of the agreement shall be paid at the part-time rate. The period of the agreement for future part-time employment and the amount of part-time employment shall be specified in the agreement between the College and the faculty member, subject to limitations set out below:

1) Faculty members who are participants in TIAA-CREF who wish to receive supplemental retirement benefits pursuant to WAC 131-16-061 may work no more than forty percent (40%) of a full-time assignment, nor more than seventy (70) hours per month, nor more than five (5) months in any fiscal year.

2) Faculty members who are participants in TIAA-CREF who are not eligible for supplemental retirement benefits provided by WAC 131-16-061, or who wish to voluntarily, intentionally, and knowingly waive their right to such supplemental retirement benefits, may work no more than seventy-nine percent (79%) of a full-time assignment, unless employment at a level of 80 percent (80%) or more of a full-time assignment is for a period of less than ninety (90) days during a fiscal year.

3) Faculty members who are participants in WSTRS may work no more than seventy-five (75) days per academic year; provided that a faculty member who is a participant in WSTRS may work no more than seventy-five (75) days per academic year if the faculty member makes an intelligent, voluntary and intentional request to do so with full knowledge that his/her monthly retirement pension benefits will be reduced by one-twentieth (1/20) for each day of service over the seventy-five (75) in an academic year; and provided further that faculty members who are first employed in a position eligible for participation in WSTRS on or after October 1, 1978 may not participate in this option due to RCW 41.32.800.

4) Faculty members who are participants in PERS I may work no more than eighty-nine (89) hours per month and no more than six (6) months per fiscal year. Faculty members who participate in PERS II may not participate in this option due to RCW 41.40.690.

5) Part-time employment called for by a written agreement made in accordance with this option shall not displace other tenured faculty members, and tenured faculty members shall be given full-time assignments prior to providing part-time assignments called for by a written agreement made in accordance with this option; provided that the part-time employment called for by a written agreement made in accordance with this option shall be provided prior to the College contracting with part-time faculty members, unless program requirements or other educational reasons justify such appointments. Should part-time employment called for by a written agreement made in accordance with this option not be available, the College shall not employ the faculty member for the unneeded services and the agreement between the faculty member and the College shall be extended and otherwise modified to provide later part-time employment equal to that deferred.
6) It is anticipated that the limitations on part-time employment set out above, if complied with, will protect faculty members from reduction or loss of retirement benefits, other than in the case of supplemental retirement benefits for participants in TIAA-CREF, as noted in subsection 2 above. The College agrees to notify in writing each faculty member who enters into an agreement with the College under this option that his/her retirement benefits may be impacted by the part-time employment agreed to under this option.

c. ACCELERATED WORK OPTION

Accelerated work option provides for an increase in the assignment of a faculty member during the last year(s) of employment with the College, in return for planned and anticipated early retirement and relinquishment of tenure rights by the faculty member. Where a faculty member's application for this option is granted, the faculty member and the College will agree to an assignment over and above a full-time assignment with the faculty member's agreement to retire and relinquish his/her tenure rights no later than two (2) years after the initiation of the option.

1) All work called for by the overtime (more than full-time) assignment shall be stated in the written agreement and shall be bona fide.
2) The payment for the overtime assignment covered under the agreement will be pro-rata of the faculty member's full-time compensation x seventy-two percent (72%).
3) Overtime assignment under this option will not exceed the equivalent of one-half (1/2) of an annual load plus summer quarter assignments.

d. GENERAL PROVISIONS

General provisions applicable to all three options outlined above include the following:

1) A faculty member working pursuant to a written agreement made in accordance with one of the three available options shall not be dismissed except for sufficient cause, as provided for in Article X, Section V and Section VI.
2) The decision by the College to grant or deny early retirement option shall not be subject to the grievance procedure contained in this Agreement. Once any option is agreed to, the implementation of such agreement shall be subject to the grievance procedure.
3) Approval of a faculty member's application for one of the three available options is the sole discretion of the College and no employee shall have a contractual right, or any other right, to participation in any option.
4) Each and every written agreement entered into by a faculty member and the College, as required by Section XIII, B.1.d above, shall by its terms incorporate by reference all terms of this program as set out herein.

C. EMERITUS FACULTY

In recognition of valued service to Bellevue Community College, faculty members with ten (10) or more years of continuous employment and who retire as members of the following retirement systems -- Washington Teachers' Retirement Plan I and II, TIAA-CREF, Washington Public Employees' Retirement Plan I and II -- shall receive as appreciation for their contribution to the College the following lifetime benefits:

1. Perpetual parking privileges.
2. Library privileges.
3. Gym and locker facility privileges.
4. Tickets to cultural and athletic events sponsored by the College at employee prices.

SECTION XIV - ACADEMIC ROBES

The Board shall provide to each new full-time faculty member a cap and gown and hood appropriate to the institution and degree for the faculty member.

ARTICLE IX - LEAVE PROVISIONS

SECTION I - ABSENCES AND LEAVES

All rules pertaining to absences and leaves for faculty shall be made with due consideration being given to preserving the continuity of instruction and related activities to the fullest extent possible. Faculty shall meet with all scheduled classes except in cases of unavoidable absence due to illness, injury or similar uncontrollable factors. In case of any such absence from the College during normal working hours, a faculty member must notify her/his Organizational Unit Administrator or the appropriate Dean as soon as possible. Authorized leave arranged in advance of the absence is deemed sufficient notification.

SECTION II - GENERAL LEAVE

A. LEAVES OF ABSENCE

Leave of absence shall mean approved absence from duty without pay. It is recognized that leaves of varying lengths are sometimes necessary; however, a leave of absence will not normally exceed one calendar year. An approved leave of absence shall provide the faculty member with assurance of reemployment without loss of seniority or other benefits; however, no seniority credit or benefit provisions shall accrue during a leave of absence. All leave requests shall be judged on the merits of the request and the best interest of the College. A leave of absence may include, but not be limited to, advanced study, participation as an exchange teacher, serving as officer or staff member of a professional organization or appointment or election to a political or public office.

B. PROFESSIONAL LEAVE

Professional Leave is neither accumulative nor deductible from other leaves to which the faculty member is entitled. Nor, if granted, does the faculty member suffer a salary reduction. Faculty shall be granted leave to attend state and national meetings of their professional organizations related to their discipline or to attend academic or occupational meetings related to their disciplines. Requests shall be submitted to the Organizational Unit Administrator and appropriate Dean at least five (5) days prior to the meeting, or as soon as possible if the faculty member has less than five (5) days notice.

C. EMERGENCY LEAVE

Emergency Leave with pay may be granted to faculty, not to exceed five (5) days per faculty member per year. Emergency Leave is part of personal leave as herein defined and shall be treated in accordance with such provisions. Written application for consideration for Emergency leave will be by form and addressed to the President within thirty (30) days after the date of absence.

The decision regarding this request shall be transmitted to the faculty member within fifteen (15) days of receipt of the request by the President or her/his designee. Situations in which Emergency Leave shall be granted are as follows:

1. The problem must have been suddenly precipitated, or must be of such a nature that pre-planning is not possible, or when pre-planning could not relieve the necessity for the faculty member's absence.

2. The problem cannot be one of minor importance or of mere convenience but must be serious.

D. BEREAVEMENT LEAVE

1. Up to five (5) days, including travel time, will be allowed as Bereavement Leave for each occurrence of a death in the immediate family as defined below. Bereavement Leave is part of personal leave as herein defined and shall be treated in accordance with such provisions.

2. The immediate family shall be interpreted to include the mother, father, brother, sister, husband, wife, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, stepson, stepdaughter, grandchildren, or others with substantially similar relationship to the faculty member.

3. Other than immediate family, when death occurs not covered by this policy and responsibilities of the individual faculty member may make an absence from work mandatory, a special request to the President is required.

E. MILITARY LEAVE

Military Leave shall be granted to faculty members under the provisions of the applicable federal and state statutes.

F. JURY DUTY LEAVE AND SUBPOENA LEAVE

1. Should a faculty member be summoned to Jury Duty, the College shall release the faculty member, provided a qualified substitute can be secured. Faculty accepting Jury Duty shall be paid their regular salary. Compensation received from Jury Duty service shall be reimbursed to the College, excluding any regularly acceptable per diem expenses paid by the Court. Jury Duty is not deductible from any other leave to which the faculty member is entitled.

2. Faculty members shall be granted Subpoena Leave as may be required by the Subpoena, and shall be paid her/his regular salary less any compensation received for her/his services, excluding transportation and per diem expenses, except when the faculty is the plaintiff or defendant in such action. This exception shall not apply when the faculty member is named as plaintiff or defendant while in the performance of her/his duties. The President or her/his designee may extend the definition and intent of the Subpoena Leave Policy on an individual basis, in consultation with the Association President.

G. MATERNITY LEAVE/CHILD CARE LEAVE

A faculty member requesting Maternity Leave should, when possible, give written notice to the College at least two (2) weeks prior to the commencement of said Leave. The written request of Maternity Leave should include a statement as to the expected date of return to employment. Within thirty (30) days after childbirth, the faculty member shall inform the College of the specific day when she will return to work. Such Leave may be, at the option of the faculty member, integrated with Sick Leave with pay to the extent that there is a temporary disability verified by a physician. Maternity Leave shall be granted to married and unmarried women alike. Child Care Leave shall be granted to either parent upon proper application and such Leave shall be without pay except as otherwise provided herein.

H. PATERNITY/ADOPTION LEAVE

1. WITHOUT PAY

Leaves for such purposes may be granted without pay for a period not to exceed one quarter.

2. WITH PAY

Such Leave may be utilized as Emergency Leave as defined herein.

I. PART-TIME FACULTY LEAVES

The Employer agrees to continue the existing practices for part-time leaves.

J. ATTENDANCE AT THE LEGISLATURE

If a faculty member has a specific official written request from a Washington State Legislative Committee to give information to a committee meeting of the legislature, the Faculty member may be granted a leave of absence for one (1) day only. The faculty member's request for such a leave of absence shall be submitted to the Organizational Unit Administrator for approval and shall include a copy of the official written request from the Legislative Committee. In the event the scheduled committee meeting or hearing, which is involved in the faculty member's request, is postponed or extended, upon written request, an additional day or days of absence may be approved.

SECTION III - PERSONAL LEAVE

A. NOTIFICATION

In case of illness or injury, a faculty member must report by telephone as soon as it becomes apparent that s/he will be absent from the College during normal working hours and/or that she/he will be unable to meet her/his classes or assigned duties. She/he must keep the immediate Administrator informed of her/his progress and expected date of return to duty. A Faculty Absence Report will be submitted to the Office of Personnel upon review and signature of the immediate Administrator.

B. ACCUMULATION

Faculty under contract full time for three (3) quarters will receive twelve (12) days Personal Leave commencing with the first day on which work is to be performed. Personal Leave may be accumulated after the first three-quarter period of employment at a rate of one (1) day for each calendar month and may be taken any time.

C. PERSONAL LEAVE

Personal Leave shall be available for full-time faculty to cover absences related to illness, injury, bereavement, and emergencies as herein defined.

D. NO LIMIT

Pursuant to applicable statute, each faculty member's unused Personal Leave allowance shall accumulate from year to year without limit.

E. COMPENSABILITY

1. Faculty may cash in unused compensable Personal Leave days above an accumulation of sixty (60) compensable days at a ratio of one (1) full day's per diem pay for each four (4) full accumulated compensable Personal Leave Days. On January 1 of each year each faculty member, at her/his option may cash in their unused Personal Leave earned during the previous calendar year less Personal Leave days actually utilized during this period.

2. At the time of separation from the District due to retirement or death, each faculty member or the employee's estate shall receive remuneration at a rate equal to one (1) day's per diem for each four (4) full days accrued compensable Personal Leave.

   In lieu of compensation for Personal Leave cash out, faculty may choose to receive post-retirement medical benefits in accordance with applicable statutes.

3. All days earned between 6-13-80 and 8-31-82 shall be deemed compensable. All days earned after 9-1-82 shall be deemed compensable on the basis of one day per month worked. Compensable days accrued prior to 6-13-80 shall be calculated on the basis of one (1) day for each calendar month during which full-time contractual services were performed, up to 144 days. Remaining days accrued shall not be forfeited and shall be deemed non-compensable.

F. TRANSFERABILITY

Accumulated Personal Leave shall be transferable from one community college district to another in accordance with applicable statute. Accumulated Personal Leave will be granted to such persons when s/he returns to the employment of this District or College. All leave transferred into the District shall be computed on the same basis as E.3 above.

G. EXHAUSTION OF BENEFITS

No deduction in pay will be made up to the total number of days of accrued Personal Leave.Deductions from accrued Personal Leave shall be charged against compensable days until such account is exhausted. Thereafter, charges shall be to non-compensable days until exhausted; provided, however, all days utilized under Emergency Leave Provisions in section II.C shall be charged first to non-compensable days until such account is exhausted. Persons absent beyond the total number of days of accrued Personal leave shall have their pay deducted at the per diem rate of their annual contract for each day of absence.

H. SUBSTITUTES

If a substitute is required, arrangements will be made by the appropriate Dean. The substitute will be given a part-time hourly contract. Nothing herein shall be construed to require the District to provide substitutes or to compensate faculty members for replacing one another except in unusual circumstances approved by the Dean.

SECTION IV - SABBATICAL LEAVE

A. ELIGIBILITY/STIPEND

1. ACADEMIC YEAR SABBATICALS

   Bellevue Community College will provide an opportunity for qualified faculty to apply for Sabbatical Leave after three (3) academic years of service to this institution.

   Faculty members awarded Sabbatical Leave shall receive a stipend equal to four percent (4%) of their base salary per quarter of service, up to nineteen (19) quarters. The maximum stipend allowance will not exceed seventy-six percent (76%) of the faculty member's base salary. The aggregate cost of such leaves during any year, including the cost of replacement shall not exceed one-hundred-fifty percent (150%) of the cost of salaries which otherwise would have been paid to personnel on leave. In no case shall the cost of replacement personnel owing to workload factors alone be permitted to prevent a faculty member from being granted a Sabbatical Leave.

2. QUARTER-LENGTH SABBATICALS

   Faculty may apply for Sabbatical Leaves of one quarter duration. Faculty members awarded Sabbatical Leaves of one (1) quarter shall receive a stipend not to exceed 76% of their quarterly salary.

B. CONDITIONS

Sabbatical Leaves may be granted under the following conditions:

1. PURPOSE

   The purpose of a Sabbatical Leave shall be to improve the professional skills of the faculty member through study, research, and creative work. The College will receive direct benefit of such an experience through the increased effectiveness of those persons participating in a professional leave program.

2. APPLICATION PROCESS/SABBATICAL LEAVE COMMITTEE

   The application and a detailed plan including reasons for requesting such Leave shall be submitted in writing to the President and to the Sabbatical Leave Committee. The Sabbatical Leave Committee (SLC) shall consist of four (4) faculty members, two of whom shall be elected by a majority vote of the full-time faculty for a two-year term by May 15 of each year, and two (2) administrators to be appointed by the President.

   The Sabbatical Leave Committee shall rank the applicants according to time elapsed since the last Sabbatical, the merits of applicants proposal and other factors not related to costs of replacement or salary level.

   The President shall transmit the committee's recommendations along with her/his concurrence or alternate recommendation to the Board.

   In the event the number of candidates exceeds the number of recipients, the Board shall name a first and second

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alternate to replace a leave recipient should said faculty member not accept such appointment.

3. CONTRACT
When the Board of Trustees grants a Sabbatical Leave, the recipient shall sign a contract with the the employer specifying:

a. The length of the Sabbatical Leave.
b. The amount of sabbatical payment.
c. Performance according to the approved Sabbatical Leave plan while on leave.
d. The requirement that the recipient will return to Bellevue Community College for at least the duration of the leave.
e. The recipient, upon return, shall submit a written report to the President within one month to substantiate her/his Sabbatical Leave activities.
f. Failure to comply with d. above will result in repayment of the Sabbatical Leave salary stipend and benefits in full.

4. EQUIVALENT TIME
The time spent on Sabbatical Leave shall be recognized as equivalent to time spent as a faculty member at Bellevue Community College (excepting Sabbatical Leave entitlement).

5. INTENT TO RETURN
The notice of the recipients intent to return to Bellevue Community College shall be specified in the Sabbatical Leave Contract.

6. RESPONSIBILITIES
Faculty on Sabbatical Leave shall ordinarily be free of any and all responsibilities to the College except those outlined in the leave program. In extraordinary circumstances, such faculty shall be responsible to requests by the District to take care of emergency concerns which cannot wait until the end of the leave, without undue harm to persons or programs, as long as such requests shall be arranged so that it is reasonable, convenient and does not interrupt the leave program. Such response shall be either in person or through a designee, who might be a colleague, program chair or administrator.

C. LEAVE APPROVAL
All Sabbatical Leaves require the approval of the Board of Trustees. The number of Sabbatical Leaves approved by the Board shall be subject to fiscal and budget restraints as well as the applicable statutory maximums. The Board of Trustees shall make every reasonable effort to grant at least five (5) FTE Sabbatical Leaves annually provided that at least that number of applicants have applied and are ranked by the Sabbatical Leave Committee pursuant to Section IV.B.2 above. No Sabbatical Leaves may be granted for less than one (1) quarter.

SECTION V - SPECIAL LEAVE CONSIDERATIONS

Efforts will be made to give special consideration in terms of either Sabbatical Leave or Leave of Absence without pay to faculty members who, due to enrollment difficulties, program obsolescence or financial exigency, are threatened with reduction-in-force and wish to retrain for another position currently available or planned to be available in the institution.

ARTICLE X - PERSONNEL POLICIES

SECTION I - EMPLOYMENT AND SELECTION PROCESSES

A. FACULTY EMPLOYMENT PROCESS - ANNUALLY-CONTRACTED

1. VACANCIES
Notice of a faculty vacancy shall be circulated to all presently-employed faculty.

2. FACULTY SCREENING COMMITTEE

a. COMPOSITION
The Faculty Screening Committee shall include the Organizational Unit Administrator, appropriate Program Chairperson, coordinator or director and a minimum of two (2) full-time faculty members from the affected Organizational Unit and a member of the Affirmative Action Committee.

b. DUTIES
1. The Committee should involve as many of the appropriate Organizational Unit members as possible in determining the qualifications and selection of the candidates.

2. The Committee will work with the appropriate Dean to establish qualifications desired for the position prior to the announcement of the position.

3. The Committee shall recommend candidates for each position to the appropriate Dean for her/his acceptance or rejection. Affirmative Action Policies and Goals shall be fully addressed. If all recommended candidates are rejected, the appropriate Dean will fully document her/his reasons for rejection. Thereafter, the Committee shall repeat the screening process.

4. Part-time faculty who have taught at Bellevue Community College in a discipline or program area which has an opening for an annually-contracted position shall have the opportunity to apply for that position. Performance effectiveness at Bellevue Community College will be considered in evaluating the relative merits of the candidate.

5. The procedures delineated above shall not be applicable in instances involving the reassignment of currently-employed District personnel to areas where they are qualified.

SECTION II - INITIAL SALARY PLACEMENT REQUIREMENTS - FULL-TIME FACULTY

A. INITIAL PLACEMENT REQUIREMENTS

COLUMN I
Column I must meet one of the following requirements:

a. Master's Degree.
b. Bachelor's degree plus three (3) years relevant experience.
c. Journeyman certificate plus six (6) years in the trade or occupation.
d. Ten (10) years of practical experience in the trade or occupation in which the person will teach.
e. Five (5) years of formal teaching in trade or occupation. Faculty who do not meet one of the above minimum requirements will be placed on I-a.

f. Librarians shall be certified by the State Board for Certification of Librarians according to RCW 27.08.010.

B. EXPERIENCE CREDIT

1. Initial placement on the salary schedule will be on the step corresponding to the number of years relevant experience.

2. Additional experience and/or discipline expertise beyond those used in Section II.A. under Column I will be evaluated by the Dean of Personnel Services to determine the step on which the individual will be placed. Only under exceptional circumstances may an individual be initially placed at a step higher than step e, and then only with the recommendation of the Dean of Personnel Services and the approval of the President.

3. The relevance of experience will be evaluated by the President of the College subject to review by a representative of the Association.

4. A maximum of two (2) years military experience shall be considered relevant; six (6) to eighteen (18) months military experience will count as one (1) year: over eighteen (18) months will count as two (2) years.

5. Teaching assistantships, library assistantships, counseling assistantships and research assistantships shall be given experience credit upon the recommendation of colleagues and the approval of the Dean of Personnel Services.

6. Experience credit for placement on the salary schedule will be given for faculty experience gained as a part-time faculty member. The total number of credits taught or hours counseling or as a librarian on a part-time basis will be divided by the number of credits/hours which normally constitute a full-time load to determine the number of years of experience.

7. From one-half (1/2) to one and one-half (1-1/2) years (academic or calendar, whichever is appropriate) will constitute one (1) year of relevant experience credit.

8. Only one (1) year of experience credit may be gained in any one (1) calendar year.

C. DEGREES AND CREDENTIALS

1. DEGREES
Initial salary placement shall be assigned upon the basis of official documented evidence of college and university degree(s). Degrees acceptable for salary placement shall be from colleges and universities approved by any recognized accreditation organization.

2. DEGREE NAMES
The terms "Bachelor of Arts and Doctor of Philosophy," as used typically to describe academic qualifications are not restrictive. Any Bachelor's, Master's or Doctor's Degrees other than an Honorary Degree and which meet the requirements of C.1 above shall be approved for salary placement.

3. CREDENTIALS
All new faculty and currently employed district personnel reassigned to faculty status shall be required to present credentials which conform to the qualifications for the position. In the event the established qualifications are not met, reassigned personnel shall undertake as recommended by the Organizational Unit Administrator and approved by the Dean, a program of studies, including course work, conferences, etc. to achieve the required qualification. Such program shall be completed within two years of date of employment or reassignment as a faculty member.

SECTION III - PROMOTION

Faculty initially placed in Column I, shall be promoted to Column II at the beginning of the academic year following the granting of tenure.

SECTION IV - TENURE

A. AUTHORITY

1. BOARD OF TRUSTEES
The parties understand that the authority to grant or deny tenure is vested with the Board by RCW 28B.50.850, subject to the terms of this Article. It is further agreed that any and all decisions relating to the awarding or withholding of tenure or the non-renewal or renewal of probationary faculty members shall not be subject to the grievance procedure of this Agreement.

2. PROBATIONARY PERIOD
The appointing authority shall provide for the award of faculty tenure following a probationary period not to exceed three (3) consecutive regular college years, excluding summer quarters; provided, that tenure may be awarded at any time as may be determined by the appointing authority after it has given reasonable consideration to the recommendations of the Tenure Review Committee.

B. TENURE REVIEW COMMITTEE - COMPOSITION AND SELECTION

1. TENURE REVIEW COMMITTEE COMPOSITION
There shall be an eight (8) person committee composed of members of the administrative staff, a student and six (6) tenured faculty members. The representatives of the faculty shall constitute a majority of the members of the Tenure Review Committee. The members representing the faculty on the Tenure Review Committee shall be selected by a majority of the faculty acting as a body. The Chairperson of each probationer's Tenure Review Evaluation Subcommittee may serve as ex-officio member of the Tenure Review Committee when a recommendation about the probationer is being considered. The President shall make available one-ninth (1/9) release time to the Chairperson of the Tenure Review Committee.

2. TENURE REVIEW COMMITTEE SELECTION

a. One-third (1/3) of the faculty of this committee shall be elected by majority vote of the full-time faculty for a three-year term by May 15 of each year.
b. Nominations for members to this committee shall be made to the Secretary-Treasurer of the Association by May 1 of each year.
c. The President of the Association shall be responsible for printing the ballots and establishing the time and place for polling. Such place and time should be convenient and publicized for all full-time faculty members. The ballots shall be counted by the President of the Association or her/his designee and certified by the Executive Council. The candidates receiving the largest number of votes shall be elected. In the case of a tie, a run-off election involving the tied

candidates shall be held in the same manner as prescribed above.

d. The appointed administrator shall be the Dean of Instruction.

e. A student shall be appointed by the President of the Associated Students of Bellevue Community College and confirmed by the Executive Board of ASBCC and Student Senate.

f. In the case of a vacancy on the Tenure Review Committee, an alternate or alternates shall be elected by the process outlined herein to serve the remaining term. This shall be accomplished within ten (10) days of the occurrence of such a vacancy.

C. TENURE REVIEW COMMITTEE DUTIES AND RESPONSIBILITIES

1. DUTIES

The Tenure Review Committee shall provide continuing evaluation of probationers. The Tenure Review Committee shall approve evaluation subcommittees and meet with the committees and probationers in order to assure their orientation and ability to do their functions. It shall periodically advise each probationer in writing of her/his progress and receive the probationer's written acknowledgment thereof. The committee shall at appropriate times make recommendations to the appointing authority as to whether tenure should or should not be granted to individual probationers according to the provisions of this section.

2. RECORDS

The Tenure Review Committee or its designee shall maintain custody of all Evaluation Subcommittee reports and related documents until the Tenure Review Decision process is completed for each probationer. At the completion of the tenure process for each probationer, the committee will forward a copy of its recommendation, together with the summaries for each section of the probationer's tenure document, to the Personnel Office to be added to the probationer's personnel file. The remainder of the document will be returned to the probationer's Evaluation Subcommittee for appropriate disposition. Destruction of materials will be consistent with guidelines in the institutional records office.

3. RECOMMENDATIONS

The Tenure Review Committee, based upon the recommendations of the Evaluation Subcommittee and information independently arrived at, shall recommend to the appointing authority through the President, either to grant tenure or to extend probation, or in the final year, to grant or not to grant tenure to the probationer. The decision to recommend termination of the employment of a probationary faculty member or continue the probation must be made by the Tenure Review Committee by March 15 of the first year's probationary appointment.

4. The Tenure Review Committee shall recommend by March 15 of the second year to grant tenure, extend the probationary period or terminate the employment of the probationer.

5. The Tenure Review Committee shall recommend by January 15 of the third year to grant tenure or to terminate the employment of the probationer.

6. The final decision to award or withhold tenure shall rest with the appointing authority, after it has given reasonable consideration to the recommendations of the Tenure Review Committee and the President.

7. CONFLICT OF INTEREST

Tenure Review Committee members shall exclude themselves from such proceedings in which they are personally involved. These members shall be temporarily replaced under the rules of the original election procedures. Committee members shall exclude themselves from serving on Tenure Evaluation Subcommittees.

D. TENURE EVALUATION SUBCOMMITTEES

Each probationer shall be assigned a four-member Evaluation Subcommittee selected by the organizational units and approved by the Tenure Review Committee.

1. SELECTION

The tenured faculty of the probationer's Organizational Unit shall elect two (2) tenured faculty members to the Evaluation Subcommittee. The probationer shall select the third faculty member, who need not be tenured. The fourth member shall be the appropriate Organizational Unit Administrator.

The Evaluation Subcommittee shall be formed by the sixth week of the faculty member's first quarter. At least two (2) faculty members of the Evaluation Subcommittee shall be within the probationer's Organizational Unit. It is recommended that one faculty member be from outside the probationer's Organizational Unit. The Chairperson shall be a faculty member.

2. VACANCY

A vacancy shall be filled following the procedures set forth above.

3. DUTIES

The Evaluation Subcommittee members shall be responsible for the continuing evaluation of the individual probationer until s/he is either granted tenure or until s/he is no longer employed at Bellevue Community College, or as long as evaluation is needed.

E. EVALUATION OF PROBATIONER

1. EVALUATION EMPHASIS

a. The first responsibility of the Evaluation Subcommittee is to assist the probationer. The evaluation of a faculty member holding a "probationary faculty appointment" under these rules and regulations shall be directed toward improving the probationer's effectiveness in her/his appointment.

b. Evaluation for the "effectiveness in her/his appointment" shall reflect the probationer's performance in accordance with the evaluation standard. The Evaluation Subcommittee shall develop, in consultation with the probationer, a written plan to improve areas of deficiency.

2. EVALUATION STANDARD

a. All probationary faculty shall carry a full workload in accordance with standards described in this Agreement. Such a workload would include instructional assignments in accordance with class schedules, advising of students and office hours. In each case the specific duties of a probationer shall be spelled

out in writing at the time of appointment and may be modified from time to time, in writing, by the appointing authority or its designee.

b. The probationer must give evidence of her/his competency in her/his field as judged by the Evaluation Subcommittee.

3. EVALUATION BY EVALUATION SUBCOMMITTEE

a. Utilizing Appendices A through E as appropriate, the Evaluation Subcommittee shall consider:
   1) Self-evaluation by the probationer,
   2) Peer evaluation,
   3) First hand evaluation by one administrator, and
   4) Student evaluations.

   The basis for observation shall be the criteria in Appendix A.

b. The evaluation process shall include at least one formal meeting per quarter that clarifies the criteria and procedures and indicates the progress of the probationer.

c. A summary of each item discussed will be written, noting any disagreements. All notations or remarks on evaluative instruments and records shall be initialed by the probationer and a member of the Evaluation Subcommittee.

d. Informal meetings may be scheduled upon request of either party.

e. Based upon this information and other information independently arrived at, the Evaluation Subcommittee shall recommend to the Tenure Review Committee either to grant tenure, to extend or not extend probation. Such recommendations shall be forwarded to the Tenure Review Committee with copies of the final evaluation report.

F. IMPLEMENTATION OF RECOMMENDATIONS

1. The Tenure Review Committee shall review all of the recommendations received from the Evaluation Subcommittee and shall make recommendations to the College President and the Board of Trustees.

2. If in the judgment of the Tenure Review Committee the probationer should be awarded tenure, copies of recommendations shall be sent to the probationer, her/his Evaluation Subcommittee, her/his immediate administrator, the College President and the Board of Trustees.

3. If in the judgment of the Tenure Review Committee the probationer should receive a renewed probationary period for an additional year, then:

   a. Notice in writing shall be sent to the probationer and her/his Evaluation Subcommittee; all evaluations or recommendations for the probationer should report her/his strengths as well as her/his weaknesses.

   b. The probationer shall be notified in conference of those areas of deficiency that need improvement.

4. If in the judgment of the Tenure Review Committee the probationer's annual employment contract should be not renewed, then:

   a. The probationer will be notified in conference with the Tenure Review Committee of the reason(s) for the Tenure Review Committee's recommendation.

   b. The recommendation shall be in writing to the probationer, her/his Evaluation Subcommittee, the probationer's immediate administrator, the College President and the Board of Trustees citing the reason(s).

5. APPEAL PROCESS

STEP ONE: If the probationer disagrees with the Tenure Review Committee's recommendation to not renew her/his annual contract, the probationer will be given the opportunity to challenge them before that committee provided that the probationer notifies the committee in writing within fourteen (14) calendar days of the date of the Tenure Review Committee's recommendation. The probationer may bring any person s/he chooses to aid or represent her/him.

STEP TWO: The Tenure Review Committee shall be charged with determining whether the evaluation standards have been applied in a fair and equitable manner. The Tenure Review Committee shall have ten (10) calendar days from completion of Step One to hear the probationer's appeal and render a decision.

STEP THREE: If the Tenure Review Committee affirms its findings and if the probationer wishes to pursue the appeal, the probationer shall meet with the College President within five (5) days from completion of Step Two to present informally the reasons for disagreeing with the Tenure Review Committee findings.

STEP FOUR: The Board of Trustees will review the recommendations of the Tenure Review Committee and the recommendations of the President and make its decision (see F.1 above). If the probationer objects to the decision of the Board of Trustees, the probationer may request an appearance before the Board of Trustees. On such request the Board shall grant the probationer the opportunity to argue her/his case before the Board. The President of the College and the Chairperson of the Tenure Review Committee shall also be given an opportunity to argue their respective positions at that time.

The Board of Trustees shall render its final decision before the end of Winter quarter. The Board will communicate its decision in writing to the probationer, the College President and the Chairperson of the Tenure Review Committee. Such Board review will be the final appeal step. Tenure appeals are not subject to the grievance procedure.

a. The Board of Trustees is empowered to award tenure to the probationer after it has given reasonable consideration to the recommendations of the Tenure Review Committee.

b. The Board of Trustees upon receiving the Tenure Review Committee's recommendations shall examine and deliberate upon them with full consideration given for the rationale cited. If the Board of Trustees disagrees with the recommendation(s), the Board shall hold a meeting with the Tenure Review Committee to discuss the disagreement at least five (5) days prior to any final decision.

c. In case the President of the College recommends the granting of tenure either immediately or within the probationary period, s/he shall forward her/his recommendations to the Tenure Review Committee together with the rationale for such a recommendation. If tenure is recommended, then Article X, Section IV.F. Implementation of Recommendations, will be followed. If the recommendation of the Tenure Review Committee

is not to grant tenure at that time, both the recommendations and supporting rationale of the President and the Tenure Review Committee shall be sent to the Board of Trustees for its action.

SECTION V - DISMISSAL

A. FACULTY CATEGORIES COVERED

Dismissal of tenured faculty and the dismissal of probationary or temporary faculty during the term of their appointments shall be governed by the remaining subsections of this section. It is agreed that this section provides a means for resolving disputes regarding terminations and that such disputes shall not be subject to the grievance procedure of this Agreement.

B. SUFFICIENT CAUSE FOR DISMISSAL OF A FACULTY MEMBER

A tenured faculty member shall not be dismissed from her/his appointment except for sufficient cause, nor shall a faculty member who holds a probationary or temporary appointment be dismissed prior to the written terms of the appointment except for sufficient cause. Sufficient cause shall mean any of the following:

1. Incompetence in the performance of professional duties.
2. Serious neglect of duty.
3. Malfeasance while acting in the capacity of a College employee.
4. Physical or mental incapacity to perform the functions of the position.
5. Aiding and abetting or participating in:
   a. Any unlawful act of violence.
   b. Any unlawful act resulting in destruction of community college property.
   c. Any unlawful interference with the orderly conduct of the educational process (RCW 28B.50.862).

C. PRELIMINARY PROCEEDINGS CONCERNING THE FITNESS OF A FACULTY MEMBER

When reason arises to question the fitness of a faculty member whose appointment has not expired, the immediate administrator shall discuss the matter with her/him in personal conference. The matter may be terminated by mutual consent at this point. If an adjustment does not result within ten (10) days after having been so informed, the faculty member and a representative of her/his own choosing will be afforded an opportunity to meet with the President or her/his designee and the immediate administrator. At this preliminary meeting, which shall be deemed an informal hearing for purposes of RCW 34.05, an adjustment may be mutually agreed upon. If the matter is not settled or adjusted to the satisfaction of the College President, s/he shall recommend that the faculty member be dismissed.

D. FORMAL PROCEDURES RELATING TO DISMISSAL OF A FACULTY MEMBER

1. NOTICE

After the President determines that dismissal proceedings should be initiated, the President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected faculty member and provide copies to the Dismissal Review Committee and the Association. The notice shall include:

   a. A statement of the time, place and nature of the hearing (the hearing must be held on not less than ten (10) days written notice);
   b. A statement of legal authority and jurisdiction under which the hearing is to be held;
   c. A reference to the particular rules of the College that are involved;
   d. A short and plain statement of the matters asserted. The affected faculty member shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing. If the affected faculty member does not request such a hearing from the President of the College within seven (7) days, the President will request a written determination from the faculty member as to whether she/he wishes to avail herself/himself of the right to a hearing. If the faculty member fails to respond within the ten (10) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of a faculty member not to request a hearing shall be communicated by the President in writing to the Dismissal Review Committee, the Association, and Board of Trustees.

   Furthermore, a timely written request for a hearing within the above ten-day period is deemed jurisdictional.

2. PROCEDURAL RIGHTS OF AFFECTED FACULTY MEMBERS

An affected faculty member who has requested a hearing shall be entitled to one formal, contested case hearing pursuant to the Administrative Procedure Act, RCW 34.05, and shall have the following procedural rights:

   a. The right to confront and cross-examine adverse witnesses, provided that, when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the statement of the witness reduced to writing shall be disclosed to the faculty member at least ten (10) days prior to the hearing on the matter towards which the testimony of the witness is considered material.
   b. The right to be free from compulsion to divulge information which s/he could not be compelled to divulge in a court of law.
   c. The right to be heard in her/his own defense and to present witnesses, testimony, and evidence on all issues involved.
   d. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to RCW 34.05.
   e. The right to counsel of her/his choosing who may appear and act on her/his behalf at the hearings.
   f. The right to have witnesses sworn and testify under oath.

3. CONDUCT OF FORMAL HEARING

   a. APPOINTMENT OF HEARING OFFICER

   Upon receipt of a request for a hearing from an affected faculty member, the President shall notify the Board of Trustees and request that the Board appoint an impartial and neutral hearing officer. The hearing officer shall be a member in good standing of the Washington State Bar Association and shall not be an employee of the State of Washington or any of its political subdivisions. The Association shall be consulted prior to the appointment of the hearing officer.

   b. RESPONSIBILITIES OF HEARING OFFICER

   It shall be the role of the impartial and neutral hearing officer to conduct the hearing in accordance with RCW

34.05 and this Agreement. The duties of the hearing officer include:

(1) Administering oaths and affirmations, examining witnesses, and receiving evidence, and no person shall be compelled to divulge information which s/he could not be compelled to divulge in a court of law;
(2) Issuing subpoenas;
(3) Taking or causing depositions to be taken;
(4) Regulating the course of the hearing;
(5) Holding conferences for the settlement or simplification of the issues by consent of the parties;
(6) Disposing of procedural requests or similar matters;
(7) Making all rulings regarding the evidentiary issues presented during the course of the Dismissal Review Committee hearings;
(8) Appointing a court reporter, who shall operate at the direction of the hearing officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer;
(9) Assisting the Dismissal Review Committee in the conduct of its responsibilities;
(10) Allowing the Dismissal Review Committee to hear testimony from all interested parties, including but not limited to faculty members and students, and reviewing any evidence offered by same;
(11) Preparing her or his proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing, the written recommendation of the hearing officer will be presented to the President, Dismissal Review Committee, affected faculty member, the Association and the Board of Trustees;
(12) Being responsible for preparing and assembling a record for review by the Board of Trustees which shall include:
  (a) All pleadings, motions and rulings;
  (b) All evidence received or considered;
  (c) A statement of any matters officially noticed;
  (d) All questions and offers of proof, objections and rulings thereon;
  (e) His or her proposed findings, conclusions of law, and a recommended decision;
  (f) A copy of the recommendations of the Dismissal Review Committee.
(13) Assuring that a transcription of the hearing is made and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs;
(14) Deciding, with advice from the Dismissal Review Committee, whether the hearing shall be open to the educational community or whether particular persons shall be permitted or excluded from attendance.

c. RESPONSIBILITIES OF DISMISSAL REVIEW COMMITTEE

The responsibilities of the committee shall be:

(1) To receive guidance from the hearing officer regarding the conduct of its responsibilities;
(2) To review the case of the proposed dismissal;
(3) To attend the hearing and, at the discretion of the hearing officer, may call and/or examine any witnesses;
(4) To hear testimony from all interested parties, including but not limited to, other faculty members and students and review any evidence offered by same;
(5) To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than twenty-five (25) days after the conclusion of the formal hearing the written recommendations of the committee will be presented to the hearing officer, the affected faculty member, the President, and the Association.

4. FINAL DECISION BY THE BOARD OF TRUSTEES

The case shall be reviewed by the Board of Trustees as follows:

a. Board review shall be based on the record of the hearing and on any record made before the Board of Trustees.
b. The Board may permit an opportunity for oral or written argument or both by the parties or their representatives.
c. The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the Dismissal Review Committee and the hearing officer. The Dismissal Review Committee's recommendations and the findings, conclusions and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision-maker, the Board of Trustees. The Board of Trustees shall, within a reasonable time following the conclusion of its review, notify the charged faculty member in writing of its final decision and the effective date of dismissal.

5. EFFECTIVE DATE OF DISMISSALS

The effective date of a dismissal for sufficient cause shall be such date subsequent to notification of the Board's final written decision as determined at the discretion of the Board of Trustees.

6. APPEAL FROM FINAL DECISION

Pursuant to RCW 34.05 as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of that decision. The filing of an appeal shall not stay enforcement of the decision of the Board.

E. SUSPENSION

Suspension by the President during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to the affected faculty member or others is threatened by her or his continuance. Any such suspension shall be with pay.

F. PUBLICITY

Except for such simple announcements as may be required covering the time of the hearing and similar matters no public statements about the case shall be made by the faculty member, the Dismissal Review Committee, administrative officers, or the Board of Trustees until all administrative proceedings and appeals have been completed.

G. COMPOSITION OF DISMISSAL REVIEW COMMITTEE

The Dismissal Review Committee shall be established no later than October 15 of any academic year. The members shall include one (1) administrator chosen by the President, one (1) full-time student chosen by the Student Association in such manner as the members thereof shall determine, and three (3) faculty members representing the faculty who shall be elected by a majority of the full-time faculty acting as a body. These election(s) shall be conducted by the President of the Association. The faculty members on the initial Dismissal Review Committee shall serve a one-year, two-year and three-year term respectively. Subsequent elections will be for three-year terms so that the committee members shall have staggered terms.

In no case shall a member of the committee sit in judgment of her or his own case, or the case of her or his spouse.

In the event there is a vacancy on the committee, a replacement shall be selected within fifteen (15) days of the vacancy in the manner outlined above.

H. TIME LIMITS

The term "days" as used in this section refers to calendar days. In computing any time prescribed or allowed, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, a Sunday, nor a legal holiday.

I. SPECIAL PROVISION

Upon written mutual consent between the affected faculty member and the Board of Trustees, appeal rights outlined in Article X, Section V.D. may be waived in favor of final and binding arbitration.

SECTION VI - REDUCTION-IN-FORCE

A. OBJECTIVE

The objective of the reduction-in-force policy and procedure is to provide an orderly method by which the number of faculty can be reduced under the circumstances defined below. At the same time the method of reduction shall result in the retention of those faculty members and faculty positions regarded by the Board as comprising the work force mix that will best accomplish the goals and objectives of Bellevue Community College.

B. DEFINITION Reduction-in-force shall mean either of the following:

1. Elimination or reduction of financing or elimination or reduction of program.
2. State Board for Community College Education declaration of financial emergency pursuant to Laws of 1981, ch. 13, para.1 under the following conditions:
   a. reduction of allotments by the Governor pursuant to RCW 43.88.110(2), or
   b. reduction by the Legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

C. REDUCTION-IN-FORCE UNITS AND PROCEDURE FOR ASSIGNMENT

1. Reduction-in-force units shall be established as follows and each tenured faculty member holding a probationary or temporary faculty appointment shall automatically qualify for assignment to any reduction-in-force unit in which one-third or more of the faculty members' current assignment(s) are performed (not to exceed two (2) units).

   The College shall provide the opportunity for each faculty member to claim rights to one additional reduction-in-force unit in October of any year based upon the following criteria:

   a. the faculty member possesses a Bachelor's degree or equivalent (45 quarterly credit hours) in the discipline, or
   b. the faculty member has taught a significant number of courses in the additional unit at the College within the last three academic years, or
   c. the faculty member has a major in the discipline or a Master/Ph.D. minor as identified by the graduating institution, or
   d. the faculty member has sufficient relevant work experience in the unit to qualify for vocational certification.

2. REDUCTION-IN-FORCE UNITS

   Accounting
   Administration of Criminal Justice
   Anthropology
   Art
   Associate Degree Nursing
   Astronomy
   Biomedical Photography
   Business Administration
   Communications
   Continuing Ed. Nursing
   Counseling
   Dance
   Data Processing
   Diagnostic Ultrasound
   Drafting/Engineering Technology
   Drama
   Early Childhood Education
   Economics
   Engineering - Transfer
   English
   Environmental Horticulture
   Fashion Merchandising
   Foreign Language
   General Business
   Geography
   Graphic Arts
   History
   Health Education
   Home Economics/Consumer Ed.
   Interior Design Technology
   International Studies
   Library
   Life Sciences
   Marketing
   Mathematics
   Media Technology Program
   Music
   Office Professions
   Parent Education
   Philosophy
   Physical Sciences

Political Science
Pre-Physical Education
Psychology
Radiologic Technology
Real Estate
Recreation Technology
Sociology
Speech
Welding and Related Technologies

Additional reduction-in-force units may be created to reflect new programs after consultation with the Association pursuant to Article VII, Section I.

3. Reduction-in-force unit lists shall be developed annually by the President. Each faculty member shall be ranked in the appropriate reduction-in-force unit(s) in accordance with the seniority procedures defined herein. These lists shall be published and/or posted on or before November 10 of each year. Any disputes regarding reduction-in-force unit assignment(s) shall be submitted to expedited arbitration utilizing the American Arbitration Association.

D. ORDER OF REDUCTION

If a reduction is determined to be necessary within a reduction-in-force unit, the order of reduction shall be based on seniority.

E. SENIORITY

1. DEFINITION

Seniority shall be based on the number of years of employment beginning with the date of the signing of the first full-time faculty contract for the most recent period of continuous full-time service at the College and shall include leave of absence, sabbatical, lay-offs and faculty members employed by District 405 prior to July, 1967. The person with the highest number of qualifying years shall be the most senior: in the case of ties, seniority shall be determined in the following order:

a. First date of the signature of a letter of intent to accept employment or first date of signature of an Employer Contract, whichever is earlier.
b. First date of application for employment.

2. FACULTY/ADMINISTRATIVE APPOINTMENT

Seniority for a faculty member who has assumed an administrative role shall be determined by the procedure set forth above as long as the faculty member, as part of her/his regular contract, continues to function as a faculty member at no less than 2/9 regular faculty load for her/his division. In the case of a faculty member who moves to an administrative position without continuing a 2/9 faculty assignment as part of her/his regular contract, seniority shall remain at the same level as when the faculty member moved to an administrative post. If the same member returns from administration to full-time faculty assignment or assumes a 2/9 or more faculty load as part of her/his regular contract, seniority shall continue from the seniority level the member had reached when s/he moved to an administrative post.

F. IMPLEMENTATION OF REDUCTION IN FORCE

1. PRELIMINARY PROCEEDINGS CONCERNING REDUCTION-IN-FORCE

a. When the President determines that a reduction-in-force is necessary based on B.1. above, and has selected the affected faculty member(s) to be reduced, the initial step shall be for the President to meet with the affected faculty member and discuss the proposed reduction-in-force with the individual faculty member in personal conference which shall be an informal proceeding for purposes of RCW 34.05. The matter may be resolved at this step by use of alternatives such as reassignment, leave of absence, retirement, resignation, etc.
b. When the Board of Trustees determines that a reduction-in-force is necessary for the reasons set forth in B.2 above, the President shall select the affected faculty member(s) to be reduced and meet with the faculty member in personal conference, which is an informal proceeding for the purpose of RCW 34.05, to discuss the proposed reduction-in-force. The matter may at such time be resolved by the use of alternatives, such as reassignment, leave of absence, retirement, resignation, etc.
c. The Association shall be notified in writing at least one workday prior to all meetings held pursuant to 1., a. or b., above.

2. FORMAL PROCEDURES RELATING TO REDUCTION-IN-FORCE OF A FACULTY MEMBER

The formal procedure relating to dismissal of faculty members (Section V D.) and Section VI (F.,G., and H.) of this Article shall be followed except as modified below:

a. "Dismissal shall be replaced by "Reduction-in-Force."
b. In the case of a reduction-in-force for the reasons set forth in B.1. above, the statement required by D.1.d. shall include the grounds for reduction-in-force as delineated in B.1 and the basis for selection of the affected faculty member. In the case of a reduction-in-force for reasons set forth in B. above, this shall clearly indicate the separation is not due to the job performance of the faculty member and hence is without prejudice to such faculty member and, in addition, shall indicate the basis for reduction-in-force as one or both of the reasons set forth in B.2. above. In either event the notice must also indicate the effective date of separation from service.
c. In the case of a reduction-in-force for reasons set forth in B.2. above, at the time of a faculty member or members' request for formal hearing, said faculty member or members may ask for participation in the choosing of the hearing officer required pursuant to D.3.a. in the manner provided in RCW 28A.58.455(4), said employee therein being a faculty member for the purposes hereof, and said Board of Directors therein being the Board of Trustees for purposes hereof: Provided, that where there is more than one faculty member affected by the Board of Trustees' reduction-in-force, such faculty members requesting hearing must act collectively in making such request; provided further, that costs incurred for the services and expenses of such hearing officer shall be shared equally by the College and the faculty member or faculty members requesting hearing.
d. The responsibilities of the hearing officer pursuant to D.3.b (11) shall be completed within ten (10) days in the case of a reduction-in-force for reasons set forth in B.2. above.
e. The responsibilities of the Dismissal Review Committee pursuant to D.3.c.(5), shall be completed within seven (7) days in the case of a reduction-in-force for reasons set forth in B.2. above.

f. The hearing officer shall consolidate individual reduction-in-force hearings into a single hearing. Only one such hearing for the affected faculty member(s) shall be held and such consolidated hearing shall be concluded within the time frame set forth herein.

g. In the case of a reduction-in-force for reasons set forth in B.2. above, the formal hearing shall be concluded by the hearing officer within sixty (60) days after written notice of the reduction-in-force has been issued to the affected faculty member. The only issue to be determined shall be whether the particular faculty member or members advised of severance are the proper ones to be terminated.

h. In the case of a reduction-in-force for reasons set forth in B.2. above, failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract. In the case of a reduction-in-force for reasons set forth in B.2. above, separation from service after formal hearing shall become effective upon final action by the Board of Trustees.

G. RECALL RIGHTS

1. Faculty members who have been separated from service as a result of this reduction-in-force procedure shall have the right to be recalled consistent with the provisions specified below.

2. Recall list(s) shall be created and maintained by the College for each affected reduction-in-force unit. The names of each affected faculty member shall be placed on the appropriate reduction-in-force unit list(s) according to seniority.

3. Recall shall be in reverse order of reduction-in-force by reduction-in-force unit(s) to a faculty position, either newly created or a vacant full-time position.

4. The right of recall shall extend three (3) calendar years from the effective date of reduction-in-force.

5. Each riffed faculty member shall keep the college Personnel Office informed of any change in address.

6. New hires shall not be employed to fill full-time faculty vacancies unless there are no qualified faculty members on the applicable reduction-in-force unit recall list(s) to accept the vacancies.

7. A riffed faculty member shall have fifteen (15) working days to respond following actual receipt of written notice of an offer of recall to a full-time position. If the individual fails to respond, her/his recall rights shall be waived.

8. A riffed faculty member who obtains additional certification, qualifications, or retraining while on a recall list(s) shall be entitled to update her/his records with the Personnel Office. An individual on recall may change her/his designation of reduction-in-force unit(s) during the first week in October of each year by meeting the qualifications in C. above.

9. A faculty member on recall shall have the first right of refusal to any part-time assignments in her/his reduction-in-force unit(s); provided, failure to accept such assignment shall not alter recall rights to full-time vacancies otherwise established; and further provided nothing herein shall require the District to consolidate part-time positions into a full-time position. In the instances where a full-time faculty member is on recall status the number of part-time assignments, if any, made in the applicable reduction-in-force unit shall not be increased over the number in existence at the time of reduction-in-force by more than the equivalent of one-half (1/2) of a full-time load.

10. Upon recall, a faculty member shall retain all benefits such as sick leave, tenure, retirement, and seniority which had been accrued to the date of reduction-in-force.

11. The College shall notify the Association, in writing, of all employment offers made to faculty on recall and the final outcome of such offers.

H. SPECIAL PROVISIONS

1. Upon the request of a faculty member laid off for reasons of this policy, the College President shall write a letter to other institutions of the Northwest stating: (1) the reasons for said layoff, (2) the qualifications of the affected faculty member, and (3) any other pertinent information which may be of assistance in securing another employment position.

2. Excluding reduction-in-force unit assignment pursuant to Section VI.C. and seniority calculations pursuant to Section VI.E. no application of the terms or procedures of this Section shall be subject to the grievance procedure of this Agreement.

3. Upon written mutual consent between the faculty member and the Board of Trustees, appeal rights outlined in Article X, Section V.D. may be waived in favor of final and binding arbitration.

4. Nothing herein shall be construed to affect the decision and right of the appointing authority not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.

5. Excluding applications of B.2. above, tenured faculty laid off will be given a minimum of sixty (60) calendar days notice.

SECTION VII - TENURED FACULTY EVALUATION

A. PURPOSE

The Performance Appraisal System at Bellevue Community College is designed for the purpose of evaluating faculty for:

1. Enhancing professional growth and performance.
2. Maintaining satisfactory job performance.

B. SPECIFIC OBJECTIVES

1. To recognize those individuals who are performing in an outstanding manner.
2. To recognize individuals who are performing at a satisfactory level.
3. To identify individuals whose performance results are unsatisfactory/or needs improvement.
4. To help faculty who need or desire assistance with aspects of their job.
5. To provide an adequate and sound basis for personnel actions.

C. AREAS OF FACULTY EVALUATION

1. TEACHING/COUNSELING/LIBRARIANSHIP

a. Teaching

For those faculty who are in a classroom setting where the primary faculty responsibility is teaching. Teaching

includes course preparation, implementation and evaluation.

b. Counseling
For those faculty who are in a counseling setting where the primary area of responsibility includes such items as general ability to relate to students, assess student needs, establish an appropriate and timely contact, knowledge and skill in counseling techniques and strategies, and knowledge of appropriate information and referral resources.

c. Librarianship
For those faculty who are in a library setting where the primary areas of responsibility are library usage, which includes knowledge of the collection and reference tools, implementation (user/librarian contact) and collection development.

2. ADVISING
Faculty are expected to advise students as appropriate to their job description.

3. SERVICE TO THE COLLEGE
Faculty are expected to participate in college-wide and organizational unit activities.

4. PROFESSIONAL DEVELOPMENT
Faculty are expected to continue professional growth.

5. SERVICE TO THE COMMUNITY
Two of the goals of Bellevue Community College are: to respond to community needs, and to cooperate in community development. Faculty are expected to provide services to the community as appropriate to their position description.

D. PROCESS AND PROCEDURES FOR EVALUATION OF TENURED FACULTY

1. EVALUATION PROCESS
All tenured faculty shall be evaluated once every four (4) years. Twenty-five percent (25%) of the faculty in each organizational unit shall be selected for evaluation each year by random lottery. The basis for evaluation shall be the criteria in Appendix A.

2. EVALUEES'S RESPONSIBILITY
It is the evaluee's responsibility to analyze all data pertaining to peer evaluations, student evaluations (where appropriate), administrative evaluation(s) and the self-evaluation. The evaluee shall be responsible for writing a summary statement. The evaluee summary shall be sent to the OUA along with all other pertinent data.

3. ORGANIZATIONAL UNIT ADMINISTRATOR'S RESPONSIBILITY
During spring quarter it is the OUA's responsibility to inform those faculty members that will be evaluated spring quarter of the following academic year. It is the OUA's responsibility or her/his designee(s) to obtain the student evaluations. The OUA or her/his designee(s) shall have the student evaluations processed and written comments by students shall be typed on a separate sheet of paper. At the conclusion of the quarter a copy of the student evaluation summaries and their written comments shall be forwarded to the evaluee.

It shall also be the OUA's responsibility or her/his designee(s) to tabulate all peer evaluations and to provide on a separate sheet of paper all written comments. The OUA shall be responsible for forwarding a copy of the tabulated peer evaluations along with all written comments to the evaluee.

Once the OUA has received the evaluee's summary from the evaluee it shall be her/his responsibility to examine all documentation including the evaluee's summary statement, peer evaluations, student evaluations, administrative evaluation(s), and the evaluee's self-evaluation, and then write the summary evaluation statement.

4. DATA ACQUISITION
The evaluee's summary shall be developed by gathering data from the following sources:

a. *Self-Assessment* (Form A)
The evaluee's self-assessment shall be completed by the end of the sixth week of Winter Quarter and sent to the OUA or her/his designee.

b. Peer Evaluation (Form B)
Peer evaluations shall be obtained from six (6) annually-contracted faculty peers. Those faculty to whom peer evaluations shall be sent should include two peers, if possible, from each of the three (3) categories below:

1) Annually-contracted faculty from the evaluee's program/department; and
2) Annually-contracted faculty outside the organizational unit; and
3) Annually-contracted faculty within the organizational unit.

The distribution shall be determined by the evaluee in consultation with the OUA. Peer evaluations shall be sent to the OUA or her/his designee. The OUA will facilitate the tallying of responses in accordance with Form B categories. A typed copy of the peer summaries along with all written comments shall be forwarded to the evaluee by the end of the sixth week of Winter Quarter. The evaluee shall address the peer evaluations in her/his evaluation summary.

c. *Administrator Evaluation Form* (Form C)
An administrative evaluation shall be obtained from the OUA, who will forward her/his evaluation to the evaluee by the end of the sixth week of Winter Quarter. If the evaluee's workload requires that she/he work within more than one organizational unit, then evaluations shall be obtained from the appropriate administrators.

d. *Student Evaluation* (Forms D, E, F, G)
Student evaluations from the previous four (4) years or twelve (12) regular academic year quarters shall be collected from the evaluee's classes by the OUA or her/his designee. Eight (8) sections, two (2) per year, shall be chosen at random at the beginning of each Fall Quarter for this evaluation process. Standardized evaluation forms shall be used; those classes taught in a lecture/discussion mode shall be administered Form D, while those classes presented through lab/clinical approaches shall be administered Form E. Evaluees may supplement these forms with individually tailored student evaluation instruments.

Counselors who are assigned classes shall use one of the standardized evaluation forms (Form D or Form E) for student evaluation. A minimum of four (4) sections, one(1) per year, shall be chosen at random

for this evaluation process. For their individual counseling functions, counselors shall solicit student feedback on Form F.

Librarians who are assigned classes shall use one of the standardized evaluation forms (Form D or Form E). Evaluations from students who receive a librarian's assistance or service shall be solicited on Form G.

The OUA, or her/his designee, shall have the student evaluations processed and have compilation of all students' comments typed. By the end of the first week of spring Quarter student evaluation summaries and a compilation of student comments shall be forwarded to the evaluee.

e. *EVALUEE'S SUMMARY* (No Form Provided)
Upon receipt of the peer evaluation summary, the administrator's evaluation, the student evaluation summary results and compiled comments, the evaluee shall write a summary of no more than one (1) page. The evaluee shall consider her/his self-assessment in addition to the summaries and administrator evaluation(s). The summary shall identify strengths and weaknesses or areas where faculty performance might be improved as suggested by the data.

The evaluee shall send all evaluative data to the OUA no later than the end of the second week of Spring Quarter.

f. *SUMMARY EVALUATION STATEMENT*
The OUA shall review the Evaluee's Summary and accompanying data. S/he shall review them using Form H. The OUA shall draft conclusions about the faculty member's performance, and recommendations thereto, which are clearly and reasonably supported by the data.

In addition to the conclusions, recommendations, or development plans s/he considers appropriate to the evaluation results, the OUA shall rate the evaluee's overall faculty performance as either 1) outstanding, 2) satisfactory, or 3) unsatisfactory.

This draft of the Summary Evaluation Statement shall be shared during a meeting of the OUA, the evaluee, and a third party if desired by the evaluee. The evaluee shall be free to examine this draft thoroughly and question the conclusions and recommendations stated therein. A final draft of the Summary Evaluation Statement will be written following this meeting, and this draft will be forwarded to the evaluee on or before May 6. The evaluee shall sign, date and return the Summary Evaluation Statement within two days of receipt of the final draft. The OUA shall send this statement within two (2) days of receipt to the Dean of Instruction for review and subsequent inclusion in the evaluee's Personnel file.

5. RECORDS DISPOSITION
The Dean of Instruction or her/his designee shall forward the original evaluation statement to the evaluee's personnel file. The first copy is sent to the evaluee and the second copy is forwarded to the OUA. The OUA shall be responsible for insuring the destruction of all other materials related to the evaluation process.

6. PROCEDURES FOR AN UNSATISFACTORY EVALUATION
An evaluation committee shall be established for those evaluees whose evaluation is unsatisfactory. The evaluation committee shall consist of the OUA, one full-time faculty member selected by the evaluee and one full-time faculty member selected from the organizational unit who is mutually agreed to by the OUA and the evaluee. The evaluation committee shall select its own chair.

The evaluation committee shall work with the evaluee to develop a plan of action for improving the evaluee's overall performance for the ensuing three (3) teaching quarters. The primary goal of the evaluation committee is to assist the evaluee in shifting her/his performance to satisfactory.

The evaluation committee is to meet with the evaluee a minimum of two times each quarter. The committee chair or her/his designee shall take minutes at all meetings. The evaluation committee shall point out areas needing improvement, areas of strengths and change the plan of action as needed. At the end of the first and second quarter a summary analysis of less than two pages shall be provided to the evaluee and the Dean of Instruction. Each summary analysis shall be written by the OUA with the assistance of the evaluation committee.

By the end of the third teaching quarter an evaluation statement, using Form H, shall be written by the OUA with the assistance of the evaluation committee. The evaluation statement need only address those areas deemed "unsatisfactory" in the original evaluation. Data (as judged appropriate by the evaluation committee) may be collected from the usual sources (students, peers, administrator(s) and evaluee).

This draft of the Summary Evaluation Statement shall be shared during a meeting of the OUA, the evaluee and a third party if desired by the evaluee. The evaluee shall be free to examine this draft thoroughly and question the conclusions and recommendations stated therein. A final draft of the Summary Evaluation Statement shall be written subsequent to this meeting, and this draft will be forwarded to the evaluee on or before May 6. The evaluee shall sign, date and return the Summary Evaluation Statement within two (2) days of receipt. The OUA shall send this statement within two (2) days of receipt to the Dean of Instruction.

The Dean of Instruction shall forward the original evaluation statement to the evaluee's personnel file. The first copy shall be returned to the evaluee and the second copy is forwarded to the OUA within ten (10) days of receipt of the evaluation statement.

If the evaluee's overall performance is rated "satisfactory" or "outstanding" then the evaluee returns to the regular evaluation process and she/he will not be re-evaluated until the end of the third year. This shall place the evaluee back on the regular schedule of being evaluated once every four (4) years. The OUA shall be responsible for insuring the destruction of all evaluation materials related to the evaluative process with the exception of the evaluation statement.

If the evaluee is still rated in the overall performance category as "unsatisfactory" then the OUA shall forward a copy of all evaluation documentation to the Dean of Instruction. Based upon the documentation and the recommendation of the OUA the Dean of Instruction shall undertake one of the following actions: 1) to have the

evaluation committee continue to work with the evaluee for a specified number of quarters, or 2) to make appropriate recommendation to the President.

7. EVALUATION GRIEVANCE PROCEDURE

a. Grievances regarding evaluation shall be limited to arbitrary, capricious, or discriminatory actions on the part of the OUA.

b. The evaluee may file a written grievance with the Dean of Instruction. The Dean of Instruction shall hold a meeting to hear the grievance within five (5) days of the filing. A written response shall be given to the grievant within three (3) days of the meeting.

c. If the grievant is not satisfied with the disposition of her/his grievance at Step One, the grievance may be referred to the College President within five (5) days. The College President shall arrange for a Step Two meeting with the grievant and/or the Association, to take place within ten (10) days of her/his receipt of the appeal. The grievant(s) shall have the right to include in the presentation witnesses or representatives as they deem necessary to develop facts pertinent to the grievance. Upon the conclusion of the meeting, the College President shall have ten (10) days to provide her/his written decision, together with reasons for said decision, to the grievant and the Association. This shall be the final step.

8. SPECIAL PROVISIONS

a. Evaluations shall not be considered disciplinary actions.

b. No faculty member shall be dismissed pursuant to Article X, Section V, B, 1 while in an extension year pursuant to an unsatisfactory evaluation. Nothing in this section shall be construed to diminish the rights of the District in any other matter.

c. Nothing herein shall preclude a faculty member from requesting special assistance at any time.

ARTICLE XI - WORKLOAD AND FACULTY RESPONSIBILITIES

SECTION I - ANNUAL CONTRACT YEAR

A. CONTRACTUAL DAYS

The annual contractual year shall be one hundred seventy-four (174) days. At least one hundred fifty-nine (159) of such days shall be included in the instructional calendar. A minimum of six (6) days shall be designated by the President of the College as specified, but not limited to the list below. Six (6) days shall be designated by the appropriate Organizational Unit Administrator, three (3) of which may be utilized as individual preparation days during each year.

1. Preparation activities.
2. Regular curriculum development work.
3. College governance activities.
4. Institutional committees.
5. Special student activities.
6. Equipment and capital planning.
7. Operational budget planning.
8. Student advising.
9. Other appropriate professional duties.
10. Special projects which may include:

a. Activities required for establishing new program starts.
b. Preparation of special instructional areas requiring inventory and equipment planning.
c. Development of grant requests.
d. New program identification.
e. Development and packaging of software for units for individualization of instruction.
f. Development of film loops, slide films and other visual aids.
g. Development of course curriculum and/or support services for proposed new programs.
h. Other appropriate projects.

B. CONTRACT YEAR

The one hundred seventy-four (174) days for the 1989-1990 academic year shall commence on September 11, 1989. Presidential and organizational days already served and as approved by the Organizational Unit Administrator shall be recognized as part of the one hundred seventy-four (174) day contract year.

C. CALENDAR COMMITTEE

Two (2) faculty members shall be members of a Calendar Committee which shall submit recommendations to the College President and the Association President by January 30 of the applicable year regarding the instructional calendar. The faculty work year is attached in Appendix H.

SECTION II - GENERAL FACULTY RESPONSIBILITIES

It is understood that a variety of professional tasks must be completed by the faculty, in addition to their primary faculty assignments, if the College is to achieve its objectives. These include student advising, informal student contacts outside the classroom, membership and participation in College committees and councils, participation in community-centered functions, and other appropriate related responsibilities as assigned by the Organizational Unit Administrator.

SECTION III - FACULTY LOAD STANDARDS

A. ASSIGNMENT

Within the limitations and guidelines recommended below, the assignment of equitable loads for all faculty members is the responsibility of the appropriate Dean working in conjunction with the appropriate Organizational Unit Administrator, Program Chairpersons and faculty.

B. VARIABLES

The variables which may be considered in assigning full-time annual loads shall include, but not be limited to, individual faculty capabilities, class size, number of preparations, limitations of facilities, availability of classified or student help, extracurricular assignments, learning resource assignments, counseling assignments, types of classes, modes of instruction, team teaching, development of new courses, evening and off-campus classes, industry and/or advisory committee consultations. Implementation of this subsection shall be subject to the provisions of Article VII, Section I, A.

C. BASIC STANDARDS

The basic standard with which the above variables are measured shall be actual contract hours, whether spent in lecture, laboratory, or counseling or learning resources assignment.

D. ANNUAL BASIS

The full-time load shall be computed on an annual basis.

E. ANNUAL LOAD

The normal faculty full-time load shall be three (3) times the normal quarterly load (15 CHE) or 45 CHE annually. The annual full-time load may be plus or minus two credit hour equivalents (2 CHE), providing a range of 43-47 credit hour equivalents for the regular academic year.

F. MODES OF INSTRUCTION/PROFESSIONAL LOAD FACTOR

Category Definitions

1. GENERAL LECTURE/DISCUSSIONS
   Class time is spent on presentation of the course subject matter with appropriate involvement of student discussion and/or problem solving. The instructor spends additional time outside of class preparing for class lecture, assessment of student progress, up-dating of course curriculum, and other professional responsibilities.
   Credit Hour Equivalent: 1 X Hours Scheduled CHE

2. INSTRUCTION-STANDARD LABORATORY
   A portion of class time is devoted to lecturing and preparing students for experiments and/or activities; the remainder of the time is spent supervising and assisting students who are working on laboratory experiments or exercises. The instructor also spends time outside of class preparing for class, evaluating student work on assignments and examinations, and working with students.
   Credit Hour Equivalent: .80 X Hours scheduled CHE

   Effective Winter Quarter 1990, all natural science double sections shall receive load credit of 1.6 CHEs for lecture and .80 CHEs for laboratories.

3. INSTRUCTION - OPEN LABORATORY
   Class time is spent supervising student work on laboratory experiments and exercises or other activities. The instructor also spends time outside of class preparing for class, evaluating student work on assignments and examinations, and working with students.
   Credit Hour Equivalent: .67 X Hours Scheduled CHE

4. INSTRUCTION - SUPERVISES WORK/CLINICAL
   Students are involved in practical work experience which the instructor supervises in conjunction with personnel in the working location. This includes practicums and co-operative education stations in the working location.
   Credit Hour Equivalent: .50 X Hours Scheduled CHE

5. INDEPENDENT STUDY
   Supervision and instruction of students on an individual basis for independent credit courses (e.g., Art 191, Individual Projects in Art). For computation purposes students must be enrolled as a matter of record on the 10th day of the quarter.
   Credit Hour Equivalent: .07 X Number of Student Credits CHE

6. ENGLISH COMPOSITION
   English 101, 102.
   Credit Hour Equivalent: 1.1 Hours Scheduled CHE

7. OTHER
   Variables as assigned by the appropriate administrator consistent with Section B. above. To cover those disciplines where quantitative workload standards have not been established, e.g., nursing.

8. COUNSELORS-LIBRARIANS
   A full-time professional load in this mode is 35 hours a week of scheduled time.

9. ASSIGNED, MATRICULATED ADVISEES
   Each faculty member may be assigned 0-50 advisees as part of the normal load. Each additional 25 or portion thereof over the normal 50 shall equal one CHE.

G. OFFICE HOURS

1. Full-time instructional faculty contracted annually shall maintain a posted five-hour (5) minimum office schedule each week. Faculty members contracted (annually) for less than full-time are expected to maintain office hours proportional to the percentage of their contract to a full-time contract (half-time contract equals two and one-half office hours) (2-1/2 hours).

2. The specific office hours will be determined by the faculty member's teaching schedule and shall receive the concurrence of the appropriate Organizational Unit Administrator. It is understood that office hours will vary according to class schedule.

3. In addition to contact hours and related preparation and evaluation, part-time academic employees shall be available to students for consultation.

H. SPECIAL PROVISIONS

1. EXCESS WORKLOAD
   Workloads which exceed the standards outlined above may be voluntarily taken by faculty members. Loads which exceed 47 CHE may be mandatorily assigned provided such assignment is required to maintain a full load and the Association is notified. Courses taught during night school (or any day school if the instructor has a night assignment) shall be paid in accordance with H.3 below. The assumption of excess workloads shall not require the District to pay the faculty member an extra salary amount unless there shall have been a written agreement approved in advance to pay such amount.

2. ASSIGNMENT OF COURSES
   The Dean of Instruction or her/his designee will assign courses to the appropriate mode categories after consultation with the appropriate faculty members, Program Chairperson, Organizational Unit Administrator and Instructional Cabinet.

3. ASSIGNMENT SPAN
   Excluding instances required to maintain a full load, full-time faculty shall be assigned class schedules within a seven-hour (7) assignment span each day with the weekly assignment being scheduled within five (5) consecutive days.

4. SUMMER ASSIGNMENTS
   Upon mutual agreement between the individual faculty member and the OUA with the approval of the Dean of Instruction, Summer Session assignments may count as

part of a full-time contracted load. Full-time faculty utilizing summer quarter as part of their regular assignment under the provisions of Sections I, II, and III above shall have the number of contract days, duties, and responsibilities adjusted on an individual basis between the faculty member and the OUA to conform with section I, A. above. The Association shall be apprised in a timely manner of the nature and scope of such arrangements.

I. COMPENSATION

1. Faculty whose workloads exceed 47 CHE shall be compensated at the rate of $292.00 per CHE. Effective January 1, 1990, such rate shall be increased by the percentage mutually agreed to between the College and the Association.

2. Faculty assignments outside the seven hour (7) span and not credited for full-time load purposes shall be paid in accordance with the part-time faculty salary schedule.

J. CLASS SIZE

1. The Board and the Association recognize that class size is a critical component in providing quality education and maintaining standards of excellence. (Memorandum of Understanding attached.)

2. The administration shall consult with potentially impacted faculty and notify the Association prior to the implementation of any general increase or decrease in class sizes during the duration of this Agreement.

SECTION IV - PROFESSIONAL DEVELOPMENT UNITS

It is understood and agreed by the parties that attainment of Professional Development Units has a significant potential impact on funds made available to the District and to the distribution of salary increase allocations. Accordingly, faculty members are expected to report and document such activites to the OUA on a timely basis.

ARTICLE XII - SALARIES AND BENEFITS

SECTION I - FULL-TIME FACULTY SALARY

A. INCREMENTS, ADVANCEMENTS AND PROMOTIONS

1. INCREMENTS
Effective December 31, 1989, each faculty member hired prior to Fall Quarter 1989 shall move one step (increment) vertically down on the September 1, 1989 Salary Schedule.

2. PROMOTIONS
Faculty members granted tenure during the 1989-90 and subsequent years shall be promoted consistent with Article X, Section III.

3. ADVANCEMENTS
Effective December 31, 1989, academic employees who have qualified for advancement under the terms of the 1987-89 agreement shall be advanced on the September 1, 1989 Salary Schedule, but shall not receive an increment.

4. GRANTS
Faculty members who are awarded a grant (NEH, NSF, Fulbright, Guggenheim, etc.) from either a public or private agency, shall receive applicable increments provided that participation is pursuant to formally approved leave of absence.

5. Payment of increments or advancements pursuant to 1 or 3 above for the 1989-90 academic year shall become effective January 1, 1990.

6. Transition to Revised 1989-90 Salary Schedule
   a. Effective December 31, 1989 tenured faculty will be placed at a step on Column II which represents no loss of salary.
   b. Effective December 31, 1989 probationary faculty shall be placed at a step on Column I which represents no loss of salary.

B. SALARY INDEX - Effective September 1, 1989

Step	A	B	C
1	1.0000	-	-
2	1.0650	1.1138	-
3	1.1138	1.1789	1.2357
4	1.1626	1.2357	1.3008
5	1.2114	1.2927	1.3658
6	1.2601	1.3495	1.4309
7	1.3089	1.4065	1.4958
8	1.3576	1.4634	1.5609
9	1.4065	1.5203	1.6259
10	1.4553	1.5772	1.6911
11	1.5040	1.6341	1.7562
12	1.5993	1.6911	1.8211
13	-	1.8003	1.8862
14	-	-	2.0297

C. FULL-TIME SALARY SCHEDULE - Effective September 1, 1989

Step	A	B	C
1	17,406	-	-
2	18,537	19,386	-
3	19,386	20,519	21,508
4	20,236	21,508	22,641
5	21,085	22,500	23,773
6	21,993	23,489	24,906
7	22,782	24,481	26,035
8	23,630	25,471	27,168
9	24,481	26,462	28,300
10	25,330	27,452	29,435
11	26,178	28,443	30,568
12	27,837	29,435	31,697
13	-	31,335	32,830
14	-	-	35,328

D. SALARY INDEX - Effective December 31, 1989

Step	I (non-tenured)	II (tenured)
a	1.00	
b	1.06	
c	1.12	
d	1.18	1.24
e	1.24	1.30
f	1.30	1.36
g	1.36	1.42
h	1.42	1.48
i	1.48	1.54
j	1.54	1.60

E. FULL-TIME SALARY SCHEDULE - Effective December 31, 1989

Step	I (non-tenured)	II (tenured)
a	$22,450	
b	23,797	
c	25,144	
d	26,491	27,838
e	27,838	29,185
f	29,185	30,532
g	30,532	31,879
h	31,879	33,226
i	33,226	34,573
j	34,573	35,920

F. 1. Effective January 1, 1990, the above schedule shall be increased on a percentage basis utilizing funds remaining from the legislative salary appropriation, exclusive of fringe benefits, after payment of increments or advancements and transition costs pursuant to Section I, A above.

SECTION II - PART-TIME FACULTY SALARY PROGRAMS

A. COURSE COLUMN DETERMINATION

Each course shall be evaluated by the Organizational Unit Administrator as to appropriate Column -- I, II, or III. This evaluation shall be recommended to the Dean of Instruction and may be reviewed by the Instructional Cabinet. Final column determination shall be made by the Dean of Instruction. The evaluation shall be determined as follows:

Column I: Courses of a clinical nature.
Column II: Continuing education courses and courses with little or no formal evaluation of the student.
Column III: College credit courses and required high school completion courses.

B. HOURLY SALARY SCHEDULE

Effective September 1, 1989

Step	I	II	III
Base Rate	13.39	20.09	26.78
Senior Rate	15.24*	22.90*	31.59*

Effective January 1, 1990, such rates shall be increased by the percentage mutually agreed to between the College and the Association.

*All part-time faculty on Steps 6 or 7 of Columns I, II, or III during or before Spring Quarter, 1987 will be grandfathered to the Senior Rate. Full-time faculty members with more than five (5) years full-time or part-time service shall be advanced to the Senior Rate. All part-time faculty members who meet the Affiliated eligibility criteria in Article I, Section N.2.b.1 shall be compensated at the Senior rate.

C. IMPLEMENTATION OF PROGRAM

1. NO REGRESSION
No faculty member employed on an hourly basis in the previous academic year will be paid at a lower hourly rate for the duration of the contract.

2. EXTRA CONTRACT TIME
A course may be awarded extra contract time by the Dean of Instruction for work over and above actual class work upon recommendation by the appropriate Division Chairperson.

3. SPECIAL CASES
a. For teaching, curriculum development or other special projects for which normal classroom contact hours are not applicable, salaries (including community service) shall be determined by the appropriate Dean. Either party to this Agreement may bring up for discussion, development of guidelines for such salaries that do not conform to the part-time salary schedule in accordance with Article VII, Section I.
b. Paraprofessional replacement personnel, interns, and graduate degree candidates may be hired, according to required skill levels to enable the Sabbatical Leave program to conform to Council of Higher Education guidelines.

SECTION III - OTHER REMUNERATION AND BENEFITS

A. SUMMER SCHOOL
Summer school activities shall be paid in accordance with the part-time hourly schedule.

B. PERSONAL VEHICLE USAGE
Any faculty member who uses her/his own personal vehicle for transportation to and from a facility that is being used for institutional or related academic activities shall be compensated in accordance with applicable statutes provided the policy regarding use of District vehicles has been followed.

C. SALARY PAYMENT PLANS AND WITHHOLDING

1. SALARY PAYMENT PLANS - Full-time Faculty see Article I, M.1, a-c. Annually contracted faculty shall be paid semi-monthly in equal warrants beginning September 25, of any year according to their choice of one of the following plans:

PLAN I (Regular) Annually contracted faculty members, upon their choice, shall be paid 1/19th of the balance of their annual contract starting September 25 and continuing through June 25.

PLAN II (Balloon): Annually contracted faculty members, upon their choice, shall be paid one-twenty-fourth (1/24) of the balance of their annual contract starting September 25 and continuing through June 25. The balloon summer payment of 1/4 of the annual contract shall be paid on June 25.

2. PART TIME FACULTY SALARY PAYMENT
During Summer quarter, part-time faculty shall be paid one-half (1/2) of their contract on July 15 and one-half (1/2) on August 15. Payment dates for the 1989-90 year shall be as follows:

Fall Quarter, 1989 - October 16, November 15, and December 15;
Winter Quarter, 1990 - January 16, February 15, and March 15;
Spring Quarter, 1990 - April 16, May 15, and June 15.

Payment dates for the 1990-91 year shall be determined through the Calendar Committee process. Issuance of paychecks is contingent upon grades being submitted.

3. COMMUNITY SERVICE FACULTY - See Article XII, Section V, Par. B.

4. WITHHOLDING
Such matters shall be handled in accordance with all applicable statutes including RCW 49.48.010.

D. PART-TIME FACULTY ORIENTATION SESSION
An orientation session at the beginning of Fall Quarter shall be offered by the appropriate OUA for all part-time faculty to be attended at their option.

E. PART-TIME OFFICE HOUR CONSULTATION
Part-time academic employees not otherwise employed as full-time shall receive fifteen dollars ($15) per credit hour for student consultation activites pursuant to Article XI, Section III.G. Such

payment shall be available to all faculty during summer quarter assignments.

F. PAYMENT FOR CANCELLED CLASSES
In the event of class cancellation within one (1) week from the scheduled start of the class, part-time faculty (excluding full-time faculty who are teaching extra classes) shall be compensated $50 per class in addition to remuneration for any class time actually performed.

SECTION IV - INSURANCE PLANS AND RELATED BENEFITS

A. INSURANCE COVERAGE - GENERAL
The Board agrees to make available group, health, dental, life, optional and other appropriate insurance programs as established by the State Employees Benefits Board and shall contribute the maximum amount allowed by law per full-time and eligible part-time faculty per month per year.

B. PART-TIME
1. The President or his/her designee shall inform all part-time faculty working under quarterly agreements at the time of initial employment of the eligibility criterion established by the State Employees Benefits Board.
2. Part-time faculty working under quarterly agreements may participate in those plans offered by the State Employees Benefits Board in accordance with the eligibility and employer contribution rules established by the State Employees Benefits Board. These plans and rules shall be attached to each individual contract.

C. OTHER GROUP INSURANCE PLANS

1. PLANS

a. Accident Insurance
b. Life Insurance
c. Long-Term Disability Insurance (Salary Continuation)

2. PART-TIME BENEFITS
Part-time faculty under quarterly agreements may participate in those plans offered by the State Employees Benefits Board in accordance with the eligibility and employer contribution rules established by the State Employees Benefits Board.

D. RETIREMENT OPTIONS
The Board shall make available to faculty retirement options as provided by statute as well as tax deferred annuity plans.

SECTION V - COMMUNITY SERVICE

A. COMMUNITY SERVICE RATE

Effective September 1, 1989, the Community Service rate shall be $16.00 per hour.

Effective January 1, 1990, the Community Service rate shall be $18.00 per hour.

B. Community Service instructors shall be paid in a lump sum at the completion of the quarter.

SECTION VI - ACTIVITY STIPENDS - Effective for the 1989-90 Academic Year

A. MUSIC STIPENDS

1. Director of concert choir	2,000
2. Director of vocal jazz band	2,000
3. Director of stage band	2,000

B. ATHLETIC RELEASE TIME AND STIPENDS

		Release Time Full Time	Minimum Stipend Not Full Time
Baseball	Head	25%	2,462
	Assistant	11%	1,368
Basketball, Men	Head	25%	2,462
	Assistant	11%	1,368
Basketball, Women	Head	25%	2,462
	Assistant	11%	1,368
Cross Country		11%	1,368
Golf		11%	1,368
Soccer, Men	Head	15%	1,915
	Assistant	5%	712
Tennis, Men		11%	1,368
Tennis, Women		11%	1,368
Track, Men & Women	Head	25%	2,462
Men	Assistant	11%	1,368
Women	Assistant	11%	1,368
Volleyball, Women	Head	15%	1,915
	Assistant	11%	1,368
Athletic Trainer		20%	2,462

Stipends indicated herein are per individual participant. Nothing herein shall be construed to require the District to maintain such programs.

C. OTHER
1. Delta Epsilon Chi Advisor - 1/9 release time.
2. Phi Theta Kappa Advisor - 1/9 release time.

SECTION VII

Implementation of any salary adjustment provided for in this Agreement which is funded by general funds of the State of Washington shall be consistent with legislative appropriation and with any subsequent modification thereto.

The District agrees not to bring or file suit to invalidate any provisions of this contract.

In the event of invalidation, the contract will automatically be re-opened at the request of the Association.

ARTICLE XIII - NO STRIKE/NO LOCKOUT

The Employer and the Association agree that disputes which may arise between them shall be settled without resort to strike or lockout. The employer agrees it will not lock out any or all its employees during the term of this Agreement and the Association agrees on behalf of itself and its membership that there shall be no strike or slowdowns during the term of this Agreement. Nothing herein shall be construed to mean the Board acknowledges the legality of such activities.

This provision shall be waived after August 31 of any year until ratification by the parties on any re-openable issues.

ARTICLE XIV - DURATION

A. This agreement shall remain in force and effect from September 1, 1989 through August 31, 1991.

B. Bargaining for a successor Agreement may begin on or after April 1, 1991.

C. Articles in this Agreement relating to economics, fringe benefits or salaries may be opened for bargaining at any time in the event the Legislature of the State of Washington provides funds for such purposes not already contemplated by this Agreement.

D. For 1990-91, the following will be open:
1. Article XII - Salaries and Benefits, and Article XI, III, I
2. Article I.N.2.b - Affiliated Faculty
3. Housekeeping date references.

SIGNED THIS 16th DAY OF October, 19 89 AT BELLEVUE, WASHINGTON.

FOR THE ASSOCIATION:

Joan Kotker, BCCAHE President

George Long, Negotiator

Kit Taylor, BCCAHE Pres. Elect

Berthe Habib

Craig Sanders

FOR THE BOARD:

Richard Sonstelie, Chairman

/S/
George Northcroft, Vice-Chairman

/S/
Carol James

/S/
Evelyn Kest

/S/
Henry Seidel

Appendix A

CRITERIA USED FOR AREAS OF TENURED FACULTY EVALUATION

A. TEACHING/COUNSELING/LIBRARIANSHIP

1. Teaching

For those faculty who are in a classroom setting where the primary faculty responsibility is that of teaching. Teaching includes course preparation, implementation (student/teacher contact) and evaluation (testing and grading).

a. Course preparation - includes but is not limited to the following:

1. Provides up-to-date course syllabus, handouts, etc.
2. Provides course materials that are clearly written and appropriate to course level.
3. Defines course goals clearly for students.
4. Chooses appropriate test materials to ascertain student knowledge.
5. Recommends prerequisites for the course.
6. Ensures goals appropriate to the needs of the students and purposes of the course.

b. Implementation (student/teacher contact) - includes but is not limited to the following:

1. Communicates effectively with students.
2. Ensures that students feel free to ask questions and express their opinions.
3. Treats students with respect.
4. Shows interest in teaching course.
5. Arrives well prepared for class consistently.
6. Uses time well.
7. Utilizes a variety of teaching methods and materials where appropriate.
8 Maintains established office hours.
9. Consults with students at other times upon request.

c. Evaluation (Testing and Grading) - includes but is not limited to the following:

1. Uses evaluation consistent with goals and objectives.
2. Establishes clearly defined grading policies, procedures and standards.
3. Provides prompt feedback and/or evaluation of student performance.
4. Assigns grades fairly and impartially.
5. Uses feedback from students to revise tests.
6. Keeps current and accurate records of student progress.

2. Counseling

a. General Ability to Relate to Students - includes but is not limited to the following:

1. Provides a safe environment which fosters effective exploration, disclosure and cooperation.
2. Shows empathy and respect for students and their frame of reference.
3. Adapts counseling to a wide variety of students with respect to socioeconomic, cultural, age, sex, and personality differences and types of needs.

b. Ability to Assess Student Needs and Develop an Appropriate and Timely Counseling Contract - includes, but is not limited to the following:

1. Uses active listening skillfully and provides appropriate feedback for identifying student needs.
2. Shows awareness of personal limitations and is able to make appropriate referrals and use of inter-professional collaboration to meet student needs.
3. Determines the appropriate types of counseling necessary to bring about change or meet student needs.
4. Encourages students to develop and clarify own goals and take responsibility to work toward solutions.
5. Facilitates appropriate termination.

c. Knowledge and Skill in Counseling Techniques and Strategies - includes but is not limited to the following:

1. Provides skillful test interpretation and is knowledgeable about the appropriate use of testing for personal, vocational or educational counseling.
2. Utilizes skillful counseling techniques so that students progress toward stated goals (for example: reflects, inquires, paraphrases, clarifies, interprets, confronts, sets limits, summarizes, identifies cognitive and affective content).
3. Formulates specific behavioral tasks where appropriate.
4. Uses teaching and role-modeling skills to facilitate change.
5. Evaluates progress of counseling and student outcomes in an effective and timely manner.

d. Knowledge of Appropriate Information and Referral Sources - includes but is not limited to the following:

1. Utilizes appropriate career resources in vocational counseling.
2. Utilizes current information about occupational trends, employment projections, and predictions about the future job market in specific fields of work.
3. Utilizes campus and community referrals for off and on-campus referrals.

3. Librarianship
For those faculty who are in a librarianship setting where the primary areas of responsibility are library usage, which includes knowledge of the collection and reference tools, implementation (user/librarian contact) and collection development.

a. Knowledge of the collection and reference tools - includes but is not limited to the following:

1. Keeps up-to-date on the collection and reference tools.
2. Develops bibliographies, materials for use in various courses.
3. Reads professional journals and appropriate literature.
4. Attends workshops and seminars to update skills.

b. Implementation (user/Librarian content) - includes but is not limited to the following:

1. Communicates effectively with faculty, students, and staff.
2. Ensures that library users feel free to ask questions.
3. Treats library users with respect.
4. Shows interest in the library.
5. Is consistently well-prepared for library tasks.
6. Uses time well.
7. Utilizes a variety of methods and materials where appropriate.
8. Maintains regular working hours.
9. Is available for consultation, bibliographic instruction, etc., at other times upon request.

c. Collection Department - includes but is not limited to the following:

1. Uses evaluation tools appropriate to the goals and objectives of the library.
2. Regularly reads evaluation tools and selects materials for the library.
3. Assists in weeding collections.

B. ADVISING
A faculty member is expected to advise students per their job description. Several functions relating to academic advising include but are not limited to the following:

1. Has current knowledge about Bellevue Community College curricular requirements.
2. Has current knowledge of A.A. transfer and/or vocational program degree requirements.
3. Shows interest in advisee's further educational goals and objectives.
4. Refers students to educational planning or counseling or tutoring when needed.

C. SERVICE TO THE COLLEGE
As part of their professional role, faculty are expected to participate in college-wide and organizational unit governance activities. Appropriate functions may be as follows:

1. Assumes her/his share of departmental/divisional responsibilities.
2. Serves on or chairs college and divisional committees.
3. Performs routine duties (reports, forms, grades, class lists, bookstore orders, film rental orders, budget data, etc.) as appropriate to position description.
4. Serves on program advisory committees, visits other campuses, etc., where appropriate.

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D. PROFESSIONAL DEVELOPMENT

Continued development of its faculty is a major requirement if an institution is to keep itsel alive and vital. Faculty are expected to continue professional growth. Some examples related tc professional development include but are not limited to the following:

1. Works toward a higher degree or takes courses.
2. Receives professional recognition (awards, honors, etc.).
3. Visits other colleges, businesses, etc.
4. Attends colloquia.
5. Participates in campus or non-campus staff development activities.
6. Attends professional meetings/conferences.
7. Belongs to professional organizations.
8. Subscribes to professional journals.
9. Expands professional knowledge through reading in one's discipline.
10. Contributes to the profession through publishing, exhibiting, performing or presenting papers.
11. Obtains and maintains vocational certification.

E. SERVICE TO THE COMMUNITY

Two of the goals of Bellevue Community College are: to respond to community needs, and to cooperate in community development. Faculty are expected to provide services to the community as appropriate to their position description. Several ways services can be provided to the community include but are not limited to the following:

1. Organizes workshops, lectures, etc.
2. Represents the college in community events (Speaker Bureau, service clubs, high school visitations, etc.).
3. Holds membership/office in local, state, regional or professional organizations.
4. Works on community projects.
5. Provides services to the community through consulting in one's field.
6. Provides programs for the community such as performing arts, sports events, etc.
7. Serves on program advisory committees.

APPENDIX B

BELLEVUE COMMUNITY COLLEGE
Bellevue, Washington 98009-2037

FORM A
FACULTY SELF-EVALUATION

Name_____ Program_____ Date_____

This self-assessment report should be based on performance as a faculty member since your last evaluation. Some of the items below may not apply to you/your position. Answer only those sections that apply.

I. BASIC DATA

A. Program, Division, or College Governance Duties (e.g., Chairperson of program or committee, project director, club advisor, etc.)

B. Other college service since last evaluated.

C. Research Activity, Publications, Commissions, Boards, or Achievements: (Please give publication or completion date(s), journal name, title of work or project.)

D. Community and/or Professional Service (e.g., public office holder, officer in professional organization, etc.):

E. Please attach any program brochures you have developed, or programs or activities you have directed during the evaluation period.

(over)

Faculty Self-Evaluation Report - Page 2

II. EVALUATIVE COMMENTARIES: Please respond to each question below. Please do not let modesty prevent you from being explicit about your assets. Equally important, try to be candid about your shortcomings.

A. Within your discipline(s), which area do you regard as your strongest?

B. Which area do you regard as your weakest?

C. What is your greatest strength as a faculty member?

D. What is your structure, or method of operation, for classes you teach, e.g., _____straight lecture;_____lecture/discussion;_____ workshop/discussion; _____, and what is your degree of success with it? (other-specify)

E. If there were something you could change about your teaching/counseling/librarian responsibilities, what would that be? (You may also respond to this question in terms of your program chairing responsibilities.)

Faculty Self-Evaluation Report - Page 3

F. If you experimented with any different teaching/counseling/librarianship strategies during this assessment period, please describe and evaluate them.

G. Rate your performance in such instrutionally related (and, in some cases, contractually specified) responsibilities as:

		Rating Scale (Circle One)					
		Highest		Average		Lowest	Not Applic.
1.	Maintaining Office Hours	5	4	3	2	1	n/a
	Comments:						
2.	Advising	5	4	3	2	1	n/a
	Comments:						
3.	Taking on Committee Assignments	5	4	3	2	1	n/a
	Comments:						
4.	Fulfilling Committee Tasks	5	4	3	2	1	n/a
	Comments:						
5.	Fulfilling Program and/or Division obligations (e.g., making deadlines, meetings, etc.)	5	4	3	2	1	n/a
	Comments:						
6.	Filing outlines or syllabi (for the different courses you teach) in Division Office	5	4	3	2	1	n/a
	Comments:						

H. What is the worst aspect of your job?

(Over)

Faculty Self-Evaluation Report - Page 4

I. What is the best aspect of your job?

J. What are your personal/professional/program goals in the next four years?

K. General Comments (a space for you to create your own questions and responses)

APPENDIX C

FORM B
PEER EVALUATION

The purpose of this evaluation is to aid and benefit the evaluee in her/his personal and professional growth. A summary of responses will be shared with the evaluee, so specificity and concreteness of written comment or response is requested; however, this individual evaluation will be kept confidential.

NAME OF EVALUEE _____ DATE _____

NAME OF PEER _____ TITLE _____

DURATION OF RELATIONSHIP, IN YEARS _____ FREQUENCY OF CONTACT _____

INSTRUCTIONS: Please evaluate the individual according to the criteria below by checking the appropriate box. Written comments are a part of this peer evaluation and these should pertain to the positive qualities of the evaluee or to how they might improve their teaching or faculty effectiveness. Unsatisfactory ratings should also be defined in specific terms.

	OUTSTANDING	SATISFACTORY	UNSATISFACTORY/ NEED TO IMPROVE	NOT KNOWN/ NOT OBSERVED
1. Assumes share of Dept./ Div. responsibilities	☐	☐	☐	☐
Comments: _____				
2. Attends scheduled meetings	☐	☐	☐	☐
Comments: _____				
3. Participates in governance system; chairs/serves on College/Div. committees	☐	☐	☐	☐
Comments: _____				
4. Contributes to and prepares well for meetings	☐	☐	☐	☐
Comments: _____				
5. Participates in identifying and solving Div./Institutional concerns	☐	☐	☐	☐
Comments: _____				
6. Responds to requests with timelines and quality	☐	☐	☐	☐
Comments: _____				

(Over)

PEER EVALUATION FORM - Page 2

		OUTSTANDING	SATISFACTORY	UNSATISFACTORY/ NEED TO IMPROVE	NOT KNOW NOT OBSERVED
7.	Handles conflict/stress situations	☐	☐	☐	☐
	Comments:				
8.	Is able to work democratically	☐	☐	☐	☐
	Comments:				
9.	Is cooperative and supportive	☐	☐	☐	☐
10.	Respects others' time and views	☐	☐	☐	☐
	Comments:				
11.	Is open and fair in dealing with others	☐	☐	☐	☐
	Comments:				
12.	Keeps current in discipline	☐	☐	☐	☐
	Comments:				
13.	Demonstrates knowledge about curriculum requirements	☐	☐	☐	☐
	Comments:				
14.	Keeps office hours and is accessible to students	☐	☐	☐	☐
	Comments:				
15.	Expresses interest and concern about quality of his/her teaching	☐	☐	☐	☐
	Comments:				
16.	Makes contribution to outside community	☐	☐	☐	☐
	Comments:				

PEER EVALUATION FORM - Page 3

		OUTSTANDING	SATISFACTORY	UNSATISFACTORY/ NEED TO IMPROVE	NOT KNOWN/ NOT OBSERVED
17.	Performs and serves the college well: overall rating	☐	☐	☐	☐
	Comments: _____				
18.	_____	☐	☐	☐	☐
	Comments: _____				
19.	_____	☐	☐	☐	☐
	Comments: _____				

20. GENERAL COMMENTS:

APPENDIX D

FORM C
ADMINISTRATOR EVALUATION

Please evaluate the individual according to the criteria below by checking the appropriate box. The purpose of this evaluation is to aid and benefit the evaluee in his/her personal and professional growth. A summary of responses will be shared with the evaluee, so specificity and concreteness of written comment or response is requested. This individual evaluation will be kept confidential except from the evaluee.

NAME OF EVALUEE_____ DATE_____

NAME OF ADMINISTRATOR_____ TITLE_____

DURATION OF RELATIONSHIP, IN YEARS_____ FREQUENCY OF CONTACT_____

	OUTSTANDING	SATISFACTORY	UNSATISFACTORY/ NEED TO IMPROVE	NOT KNOWN/ NOT OBSERVED
1. Expresses interest and concern about quality of his/her teaching	☐	☐	☐	☐
Comments:_____				
2. Attends scheduled meetings	☐	☐	☐	☐
Comments:_____				
3. Participates in governance system; chairs/serves on College/Div. committees	☐	☐	☐	☐
Comments:_____				
4. Contributes to and prepares well for meetings	☐	☐	☐	☐
Comments:_____				
5. Contributes in identifying and solving Div./Institutional concerns	☐	☐	☐	☐
Comments:_____				

(Over)

ADMINISTRATOR EVALUATION FORM - Page 2

6. Responds to requests in a dependable & reliable manner ☐ ☐ ☐ ☐

Comments: _____

7. Responds to request with quality work ☐ ☐ ☐ ☐

Comments: _____

8. Handles conflict/stress situations ☐ ☐ ☐ ☐

Comments: _____

9. Works democratically and cooperatively with others ☐ ☐ ☐ ☐

Comments: _____

10. Respects the time and views of others ☐ ☐ ☐ ☐

Comments: _____

11. Keeps current in his/her field ☐ ☐ ☐ ☐

Comments: _____

12. Demonstrates interest in advising ☐ ☐ ☐ ☐

Comments: _____

13. Demonstrates current knowledge about curriculum requirements ☐ ☐ ☐ ☐

Comments: _____

14. Maintains office hours ☐ ☐ ☐ ☐

Comments: _____

ADMINISTRATOR EVALUATION - Page 3

15. Attends classes on time ☐ ☐ ☐ ☐

Comments: _____

16. Performs routine administrative duties where appropriate ☐ ☐ ☐ ☐

Comments: _____

17. Serves on program advisory committees and/or visits other colleges ☐ ☐ ☐ ☐

Comments: _____

18. Attends professional meetings and/or participates in prof. development activities ☐ ☐ ☐ ☐

Comments: _____

19. Assumes share of dept./div. responsibilities ☐ ☐ ☐ ☐

Comments: _____

20. _____ ☐ ☐ ☐ ☐

Comments: _____

21. _____ ☐ ☐ ☐ ☐

Comments: _____

Written comments are a part of this administrative evaluation. Please place them on the back of this form. Comments could pertain to the positive qualities of the evaluee or to how they might improve their teaching or faculty effectiveness. Unsatisfactory ratings from above should also be defined in specific terms.

APPENDIX E

FORM D
STUDENT EVALUATION: LECTURE/DISCUSSION

1. Were grading procedures and standards clearly explained in the course syllabus?

0	1	2	3	4	5	6
UNSATISFACTORY			SATISFACTORY			OUTSTANDING

2. Were exams and other graded work returned to you in a reasonable period of time?

0	1	2	3	4	5	6
UNSATISFACTORY			SATISFACTORY			OUTSTANDING

3. Have the instructor's presentations helped you in understanding the material of this course?

0	1	2	3	4	5	6
UNSATISFACTORY			SATISFACTORY			OUTSTANDING

4. Were you allowed ample opportunity to ask questions in class?

0	1	2	3	4	5	6
UNSATISFACTORY			SATISFACTORY			OUTSTANDING

5. Was the instructor helpful outside of class (for example, during office hours)?

0	1	2	3	4	5	6
UNSATISFACTORY			SATISFACTORY			OUTSTANDING

6. Was the instructor generally considerate and respectful in dealing with you?

0	1	2	3	4	5	6
UNSATISFACTORY			SATISFACTORY			OUTSTANDING

7. Did the instructor appear to follow a well-developed plan for the course?

0	1	2	3	4	5	6
UNSATISFACTORY			SATISFACTORY			OUTSTANDING

8. Did the exams, assignments, papers, etc. challenge you to think?

0	1	2	3	4	5	6
NEVER			SOMETIMES			USUALLY

9. How much did you learn in this class?

0	1	2	3	4	5	6
VERY LITTLE			QUITE A BIT			A LOT

10. How would you rate this instructor on a scale of 0 to 6?

0	1	2	3	4	5	6
UNSATISFACTORY			SATISFACTORY			OUTSTANDING

(Over)

Student Evaluation: Lecture/Discussion - Page 2

11.

0	1	2	3	4	5	6

12.

0	1	2	3	4	5	6

13. Does the instructor have any special qualities or skills that especially increase his/her teaching effectiveness?

14. Does the instructor have any characteristics that reduce his/her teaching effectiveness?

15. Are there any additional comments about the teaching of this course that you would like to make?

FORM E
STUDENT EVALUATION: LAB/CLINICAL

1. Were the clinical objectives clearly identified and defined?

0 1	2 3 4	5 6
NOT CLEAR	CLEAR	VERY CLEAR

2. Do you believe the clinical evaluation to be consistent with identified and defined objectives?

0 1	2 3 4	5 6
NOT IDENTIFIED	IDENTIFIED	WELL IDENTIFIED

3. Did your clinical assignments provide appropriate learning/challenge for you?

0 1	2 3 4	5 6
NOT ENOUGH CHALLENGE	APPROPRIATE	TOO MUCH CHALLENGE

4. Were clinical conference times well-utilized?

0 1	2 3 4	5 6
POORLY UTILIZED	MODERATELY UTILIZED	WELL UTILIZED

5. How would you rate your instructor's clinical preparation?

0 1	2 3 4	5 6
POOR	GOOD	EXCELLENT

6. Do you believe the instructor allows you the opportunity to practice what you have learned?

0 1	2 3 4	5 6
DOES NOT ALLOW	SOMETIMES	ALWAYS

7. Does the instructor facilitate effective communication?

0 1	2 3 4	5 6
NOT EFFECTIVE	EFFECTIVE	VERY EFFECTIVE

8. How do you rate the instructor's ability to deal with conflicts or difficult situations?

0 1	2 3 4	5 6
POOR	GOOD	EXCELLENT

9. Has the instructor the ability to utilize varied approaches to facilitate your learning?

0 1	2 3 4	5 6
NO ABILITY	SOME ABILITY	MUCH ABILITY

(Over)

Student Clinical Evaluation Form - Page 2

10. Has the instructor been available for individual help?

0	1	2	3	4	5	6
ALMOST NEVER			REASONABLY			ALWAYS

11. Does the instructor provide pertinent feedback on student performance?

0	1	2	3	4	5	6
ALMOST NEVER			SOMETIMES			ALWAYS

12. How do you rate this instructor as a "Role Model?"

0	1	2	3	4	5	6
	POOR		GOOD		OUTSTANDING	

13.

0	1	2	3	4	5	6

14.

0	1	2	3	4	5	6

15. Your instructor would like to know if there is something you believe might be done especially well to enhance your learning.

16. Your instructor would like to know what specific things you believe might be done to improve his/her clinical teaching.

17. Please write any comments about the clinical rotation in general. Please feel free to continue on the back of this form.

FORM F
STUDENT EVALUATION OF COUNSELORS

You came into the Human Development Center recently and saw a Bellevue Community College Counselor. We want to improve our services to the community, and your response is essential in our evaluation process.

1. I consulted with the counselor about the following concerns:

   a. Advising or educational planning
   b. Career planning
   c. Coping with BCC as an organization
   d. Situational (money, housing, transportation, etc.)
   e. Personal
   f. Relationships with others: family, friends, faculty, etc.

2. How many times have you seen the counselor?
   1-2 3-5 6-10 11+

   Please rate the counselor on each of the following statements by circling the number which most nearly indicates your evaluation.

3. The counselor perceived and responded to my needs in a way that was:

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

4. The counselor listened well:

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

5. The counselor is dependable (keeps appointments, is on time, follows through on commitments):

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

If you saw the counselor for advising/career planning, answer the following questions. If not, please skip to Question 9.

6. The counselor helped me to identify educational and/or career goals and plan effective strategies for achieving my goals.

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

7. The counselor knew when and how to refer me to appropriate educational career resources.

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

(Over)

Student Evaluation of Counselors - Page 2

8. The counselor demonstrated adequate knowledge about degree, course, and/or transfer requirements.

0	1	2	3	4	5	6
UNSATISFACTORY			SATISFACTORY			OUTSTANDING

9. The counselor encouraged me to develop and clarify my own goals and take responsibility for working toward solutions.

0	1	2	3	4	5	6
UNSATISFACTORY			SATISFACTORY			OUTSTANDING

10. The outcomes from meeting with this counselor have been:

0	1	2	3	4	5	6
UNSATISFACTORY			SATISFACTORY			OUTSTANDING

11. How would you rate this counselor on a scale of 0 to 6?

0	1	2	3	4	5	6
UNSATISFACTORY			SATISFACTORY			OUTSTANDING

12.

0	1	2	3	4	5	6
UNSATISFACTORY			SATISFACTORY			OUTSTANDING

13.

0	1	2	3	4	5	6
UNSATISFACTORY			SATISFACTORY			OUTSTANDING

14. What did the counselor do that was particularly useful or not useful? You particularly liked or disliked?

Please return this form in the enclosed envelope within the next few days.

FORM G
STUDENT EVALUATION OF LIBRARIANS

LIBRARIAN_____ DATE_____

How many times has the librarian assisted you?
_____1-2 _____3-5 _____6-10 _____11+

Please rate the librarian on each of the following statements by circling the number which most nearly indicates your evaluation.

1. The librarian was friendly and courteous.

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

2. The librarian was helpful.

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

3. The librarian helped me locate appropriate materials.

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

4. The librarian encouraged me to think independently.

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

5. The librarian taught me to use the library facilities independently.

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

6. The librarian asked pertinent questions.

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

7. My overall rating of the librarian is:

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

8.

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

(Over)

Student Evaluation of Librarians - Page 2

9.

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

Comments:

APPENDIX F

FORM H
SUMMARY EVALUATION STATEMENT BY ADMINISTRATOR

I. NAME _____ POSITION _____

RATING PERIOD FROM _____ TO _____

LAST APPRAISAL DATE _____

DATE THIS REVIEW WAS DISCUSSED WITH EVALUEE _____

II. Areas in Need of Improvement

III. Developmental Plan (suggested actions: including administrators plan of action to assist evaluee)

IV. Areas of Strengths

(Over)

SUMMARY EVALUATION STATEMENT BY ADMINISTRATOR - Page 2

V. Overall Appraisal

OUTSTANDING	SATISFACTORY	UNSATISFACTORY
☐	☐	☐

Comments: (Required if rating is unsatisfactory)

_____ _____
(Unit Administrator's Signature (Date)

Evaluee's Comments: I _____agree _____disagree with the rating as follows:

_____ _____
(Evaluee's Signature) (Date)

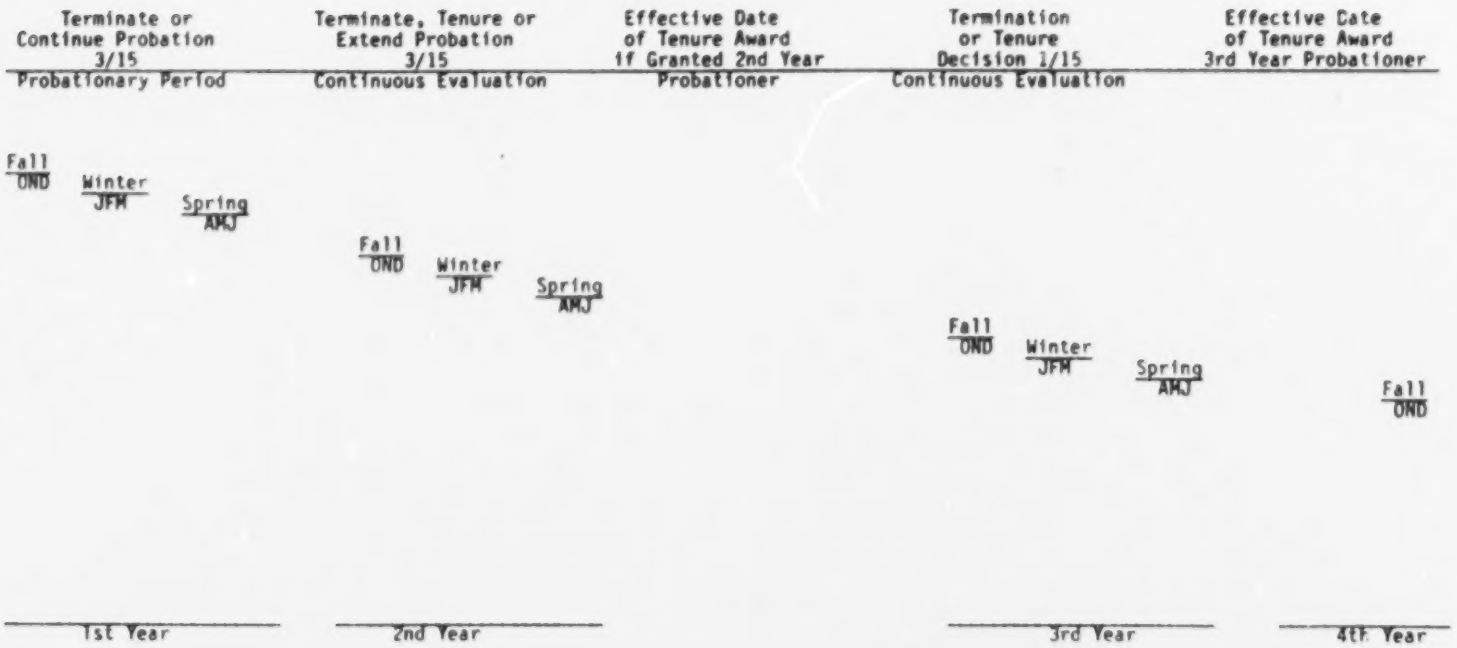
Dean of Instructional Services Comments:

_____ _____
(Dean's Signature) (Date)

Routing: Original - Personnel File
1st Copy - Evaluee
2nd Copy - Unit Administrator

TENURE REVIEW PROCESS
Bellevue Community College

TENURE REVIEW COMMITTEE ACTIONS



Appendix H

BELLEVUE COMMUNITY COLLEGE
Bellevue, Washington
1989 - 1990 CALENDAR

SUMMER

JUNE

M	T	W	R	F
19	20	21!	22	23
26	27	28	29	30

JULY

M	T	W	R	F
3*	4#	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

AUGUST

M	T	W	R	F
	1	2	3	4
7	8	9#	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

SEPTEMBER

M	T	W	R	F
				1
4#	5	6	7	8
11&	12	13	14	15

FALL

SEPTEMBER

M	T	W	R	F
18!	19	20	21	22
25	26	27	28	29

OCTOBER

M	T	W	R	F
2	3	4	5	6*
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

NOVEMBER

M	T	W	R	F
		1	2	3
6	7	8	9	10**
13	14	15	16	17
20	21	22	23#	24#
27	28	29	30	

DECEMBER

M	T	W	R	F
				1
4	5	6#	7	8
11	12	13	14	15
18	19	20	21	22
25#	26#	27	28	29

WINTER

JANUARY

M	T	W	R	F
1#	2!	3	4	5
8	9	10	11	12
15#	16	17	18	19
22	23	24	25	26
29	30	31		

FEBRUARY

M	T	W	R	F
			1	2
5	6	7	8	9
12	13	14	15	16
19#	20	21	22	23
26	27	28		

MARCH

M	T	W	R	F
			1	2
5	6	7	8	9
12	13	14	15	16
19#	20	21	22	23

SPRING

MARCH

M	T	W	R	F
26!	27	28	29	30

APRIL

M	T	W	R	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

MAY

M	T	W	R	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28#	29	30	31	

JUNE

M	T	W	R	F
				1
4	5	6	7	8++#
11	12	13	14	15

SUMMER INSTRUCTIONAL DAYS-27 | FALL INSTRUCTIONAL DAYS-54 | WINTER INSTRUCTIONAL DAYS-53 | SPRING INSTRUCTIONAL DAYS-54

!Quarter Begins
&Quarter Ends
#Holiday
*Non-instructional Day
**Professional Development Day (no classes) & Orientation Week

_Final Examination Days
++Commencement
June 24, 1989 - Electrical Shutdown
July 4 - Independence Day
September 4 - Labor Day
November 23 - Thanksgiving Day
November 24 - Thanksgiving Holiday
December 26 - In lieu of Veteran's Day
December 25 - Christmas Holiday
January 1 - New Year's Holiday
January 15 - Martin Luther King's Birthday
February 19 - Combined celebration of Washington & Lincoln's Birthdays
May 28 - Memorial Day

MEMORANDUM OF UNDERSTANDING

Effective Spring Quarter 1990, the following class size maximums shall be implemented:

A. MAXIMUM CLASS SIZE 28
- Engl 101 Written Expression
- Engl 102 Written Expression
- Spch 100 Principles of Oral Communication

B. MAXIMUM CLASS SIZE 33
- Math 090 Introduction to Algebra
- Math 101 Intermediate Algebra

C. MAXIMUM CLASS SIZE 37
- Math 104 Plane Trigonometry
- Math 105 College Algebra
- Math 107 Mathematical Models and Applications
- Math 114 Elementry Computer Program
- Math 120 Pre Calculus
- Math 124 Calculus I
- Math 125 Calculus II
- Math 126 Calculus III
- Math 156 College Algebra for Business and Social Science
- Math 157 Elements of Calculus
- Math 205 Introduction to Linear Algebra
- Math 227 Several Variable Calculus
- Math 238 Differential Equations

D. MAXIMUM CLASS SIZE 36
- Envsc 204 Introduction to Environmental Processes

E. MAXIMUM CLASS SIZE 26
- Art 110 Basic Design
- Art 120 Basic Drawing

F. MAXIMUM CLASS SIZE 42
By Unit/Division

Arts and Humanities
- Amst 101 Introduction to American Myth
- Amst 102 Introduction to American Culture
- Amst 150 Mass Media in America
- Amst 285 American Humor
- Amst 286 Popular Culture
- Amst 287 American Heros
- Amst 288 Frontiers Land and Space

- Art 101 Environmental Design
- Art 105 Art Appreciation
- Art 201 History of Western Art
- Art 202 History of Western Art
- Art 203 History of Western Art

- Comm201 History of Communication
- Comm243 Public Relations

- Dance145 History of Dance

- Drama125 Great Plays
- Drama126 Contemporary Theatre

- Engl 110 Reading Poetry
- Engl 111 Reading Drama
- Engl 112 Reading Fiction
- Engl 114 Film as a Literature
- Engl 210 Introduction to European Literature
- Engl 221 Popular Literature
- Engl 266 English Literature: Twentieth Century Writers
- Engl 267 American Literature: Beginnings through Civil War
- Engl 268 American Literature: Civil War to End of World War I
- Engl 269 American Literature: End of World War I to Present

- Indes 150 History of Furniture
- Indes 151 Twentieth Century Furniture
- Indes 190 Materials and Construction
- Indes 191 Lighting

- Music 113 Survey of Music History (Antiquity to 1800)
- Music 114 Survey of Music History (1800 to Present)
- Music 231 History of Jazz

- Phil 095 Basic Concepts of Logic
- Phil 100 Introduction to Philosophy
- Phil 102 Contemporary Moral Problems
- Phil 115 Practical Reasoning
- Phil 120 Introduction to Logic

- Spch 102 Survey Speech Communication

Educational Development/Health Science
- Coned100 Introduction to Consumer Education
- Coned150 Introduction to Consumer Behavior
- Coned200 Personal and Family Finance
- Coned250 Consumer Law

- Eced 201 Parent Education
- Eced 204 Child Health and Safety

- Educ 110 Introduction to Education

- Homec108 Introduction to Fashion
- Homec109 History of Apparel in the United States
- Homec111 Clothing Study
- Homec130 Human Nutrition
- Homec170 Individual and Family Housing
- Homec171 Home Furnishings and Equipment
- Homec216 Commercial Sewing
- Homec220 Home Management
- Homec235 Nutrition and Disease
- Homec255 Marriage and the Family
- Homec256 Child Development and Guidance
- Homec257 Human Growth and Development

- Nurs 100z Nursing I-Learning Lab II
- Nurs 101x Nurs II-Lecture/Seminar
- Nurs 102x Nursing II Seminar

Science
- Astr 201 Modern Astronomy

- Biol 100 Introduction to Biology

- Engr 275 Fundamentals of Computer Operation and Organization

Business
- DP 247 Advanced C with Data Structures
- DP 262 4th Generation Languages

- AO 100 Orientation to Apparel Occupations
- AO 101 Professional Development in Fashion Careers
- AO 201 Trends in Apparel Merchandising and Technology

G Bus101		Introduction to Business
G Bus120		Human Relations
G Bus150		Small Business Management
Mktg	135	Principles of Retailing
Mktg	154	Principles of Marketing
Mktg	200	International Marketing

Social Science

Anth	100	Introductory Anthropolgy
Anth	180	Anthropology of Amnerican Life
Anth	200	Introduction to Linguistics
Anth	201	Physical Anthropology: Man in Nature
Anth	202	Cultural Anthropology
Anth	205	Principles of Archeology
Anth	210	Indians of North America
Econ	100	Introduction to Basic Economic Principles
Econ	200	Macroeconomics
Econ	201	Introduciton to Economics: Microeconomics
Econ	255	Economics of Labor
Econ	260	Economic Development of the United States
Econ	265	Economic Development of Western World
Geog	100	Introduction to Geography
Geog	102	World Regional Geography
Geog	105	Geography of World Affairs
Geog	110	Human Environment
Geog	200	Human Geography
Geog	207	Economic Geography
Geog	250	Geography-Pacific Northwest
Geog	258	Introduction to Map Read Analysis
Geog	277	Urban Geography
Hist	101	History of Civilization: The Great Cultural Traditions
Hist	102	History of Civilization: Middle Ages in World Civilization
Hist	103	History of Civilization: The Contemporary World
Hist	120	Global History
Hist	135	History of U.S. since 1940
Hist	201	U.S. History: Discovery to Independence
Hist	202	U.S. History: First Century of Independence
Hist	203	U.S. History: U.S. in the Global Age
Hist	207	Introduction to Intellectual History
Hist	210	The Far East in Modern World
Hist	212	Sports in America: A Social History
Hist	223	Twentieth Century Russia
Hist	230	Revolutions in Modern World
Hist	245	The United States in World Affairs: 1898 to the Present
Hist	251	History in China
Hist	264	Washington and Pacific Northwest
Hist	280	History of Africa
Intst	105	Geography of World Affairs
Intst	200	States and Capitalism: The Origins of Modern Gobal Systems
Intst	201	Introduction to International Political Economy
Intst	202	Cultural Encounters and Tensions
Intst	203	Comparative Religion
Intst	280	History of Africa
Polsc	101	Introduciton to Politics
Polsc	102	American Government and Politics
Polsc	103	International Relations
Polsc	104	State and Local Government
Polsc	150	Introduction to Public Administration
Polsc	203	International Relations
Polsc	205	Western European Governments and Politics
Polsc	206	Communists Governments and Politics
Polsc	207	Third World Government and Politics
Polsc	208	Introduction to Quantitative Political Analysis
Polsc	230	Revolutions in the Modern World
Psych	100	Introduciton to Psychology
Psych	110	Applied Psychology
Psych	205	Introduction to Personality
Psych	240	Social Psychology
Psych	257	Psychology of Sex Differences
Soc	105	Sociology of Black America
Soc	110	Introduction to Sociology
Soc	170	Social Problems of Contemporary Society
Soc	223	Basic Social Statistics
Soc	240	Social Psychology
Soc	250	Adulthood and Aging
Soc	255	Marriage and Family
Soc	256	Sex and Sexuality
Soc	260	Death and Dying
Soc	262	Racial and Ethnic Group Relations
Soc	265	Urban Community
Soc	270	Social Disorganization and Deviant Behavior

NOTE: Exceptions to the above class size listings include courses which are offered as part of Interdisciplinary Studies, Telecourses, and other specially designed programs.
The district reserves the right to adjust any of the above class size maximums to the extent that such adjustment is necessary to bring the program of which the class is a part to 100 percent or less of the state funding formula. Any such adjustment shall only be made pursuant to Article XI, Section III.J.2.

Joan C. Kelly
For the Association
Date 10-26-89

D. Jean Kelly
For the District
Date 28 Oct 89

MEMORANDUM OF UNDERSTANDING

On October 6, 1989 all full-time faculty are invited to attend a professional development unit workshop and will be compensated one hundred dollars ($100) for participation.

For the Association

Date 10·26·89

For the District

Date 25 October 1989

1989-1991 Agreement
between
Board of Trustees and Faculty Association

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ERIC Clearinghouse for Junior Colleges DEC 31 1991